

Project Manual

Issued For Bidding

Rotary Park Pavilion
City of Sault Ste. Marie
Chippewa County, Michigan
DNR Project #TF23-0144

24-0115

December 19, 2024

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents web site as indicated in the Advertisement or invitation to bid. Bidder will register as a plan holder with the Issuing Office, and obtain a complete set of the Bidding Documents from such web site. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents web site are complete, unless an omission is blatant. Registered plan holders will receive notice of any Addenda issued.
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders with the Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.05 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee

that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.05.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
 - 1. Electronic Documents that are available in native file format include:
 - a. **Drawings in .pdf and .dwg format**
 - 2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
 - 3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
 - 4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
 - A. Attachment A, Project References/Bidder Information (if included in the bidding documents).
 - B. Attachment B, Subcontractor Information (if included in the bidding documents).
 - C. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.

- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A pre-bid conference will not be conducted for this Project.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the

presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. Bidders visiting the Site are required to arrange their own transportation to the Site.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- D. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.

- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Refer to Advertisement for contact information.
- 7.02 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.03 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The dates by which, the Work is to be substantially completed and ready for final payment, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

Attachment A
Project References/Bidder Information

The Bidder must complete the following and submit in accordance with Article 3 of the Instructions to Bidders:

A. Active Projects –

	Year Begun	Owner	Contract Price	Project Description
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

B. Completed Similar Projects -

	Year Completed	Owner	Contract Price	Project Description
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

C. Bidder's approximate bonding capacity as of **February 19, 2025**: _____

D. Name of Bidder's superintendent who will be responsible for the project –

1. _____ (Two alternate names are acceptable)

2. General Experience

ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 If requested, the apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the Work within twenty-four hours after receiving such request.
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate seal must be affixed and attested by the corporate secretary or an assistant corporate secretary. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder’s name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder’s authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder’s licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder’s state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity”, which Owner or its representative has set forth in the Bid Form, for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid,

and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for

those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—ELLIOTT-LARSEN CIVIL RIGHTS ACT, ACT 453 OF 1976

- 21.01 Neither the Contractor nor any of its subcontractors shall discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status, and Contractor agrees that all subcontractors will provide language substantially identical to that set forth herein. It is further understood that a breach of this covenant may be regarded as a material breach of this Contract.

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **City of Sault Ste. Marie, Office of City Clerk, 225 E. Portage Ave., Sault Ste. Marie, MI 49783.**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. Attachment A – Project References/Bidder Information;
 - C. Attachment B – Subcontractor Information;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization, 10% Max.	Lsum	1	\$	\$
2	Erosion Control, Silt Fence	Lft	270	\$	\$
3	Erosion Control, Construction Access Approach	Ea	1	\$	\$
4	Site Preparation and Grading	Lsum	1	\$	\$
5	Excavation, Rock, Modified	Cyd	50	\$	\$
6	Subgrade Undercutting, Type II	Cyd	50		
7	Geotextile, Stabilization	Syd	50		
8	Tree, Transplanted	Ea	5	\$	\$
9	Water Serv, Long	Lft	315	\$	\$
10	Water System Entrance Detail	Ea	1		
11	Sanitary Structure, Tap, 6 inch	Ea	1	\$	\$
12	Sanitary Sewer, Serv Lead, PVC, 6 inch	Lft	175	\$	\$
13	Sanitary Sewer Cleanout, 6 inch	Ea	1	\$	\$

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
14	Sanitary Sewer Backflow Preventor Assembly, 6 inch	Ea	1	\$	\$
15	Aggregate Base, 21AA, 6 inch (CIP)	Syd	240	\$	\$
16	Sidewalk, Conc, 4 inch	Sft	1908	\$	\$
17	Driveway, Conc, 6 inch	Sft	480		
18	Water Bottle Filling Station	Ea	1	\$	\$
19	Trash Receptacle	Ea	1	\$	\$
20	Picnic Table, 8 foot	Ea	6	\$	\$
21	Bike Rack	Ea	2	\$	\$
22	Interpretive History Signage	Ea	1	\$	\$
23	Landscaping	Lsum	1	\$	\$
24	Slope Restoration, Modified	Syd	2000	\$	\$
25	Barrier-Free Signs, Symbols & Pavement Markings	Lsum	1		
26	Pavilion Building	Lsum	1	\$	\$
Total of All Unit Price Bid Items					\$

Unit Price Alternate #1

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
Alt.#1	Sidewalk, Conc, 4 inch	Sft	947	\$	\$

B. Bidder acknowledges that:

- each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
 - 5. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 6. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - 7. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - 8. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable) _____

**Attachment B
Subcontractor Information**

- A. Attachment B is to be completed and submitted in accordance with Article 3 of the Instructions to Bidders.
- B. The Bidder will provide names and addresses of all subcontractors to be employed on this project and which work or item(s) they will perform.

If any work items indicated below will be completed by the Bidder, without the use of a subcontractor, enter the Bidder’s name in the appropriate space. Failure to complete and submit the following list of major subcontractors, or listing more than one subcontractor in each category, shall be cause for rejection of the Bid.

SUBCONTRACTOR (Name and Address)	WORK ITEMS

_____	CONCRETE

_____	SITE UTILITIES

_____	PAVILION BUILDING

_____	LANDSCAPE RESTORATION

BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Sault Ste. Marie Address <i>(principal place of business)</i> : 225 E. Portage Ave. Sault Ste. Marie, MI 49783	Bid Project <i>(name and location)</i> : Rotary Park Pavilion City of Sault Ste. Marie Chippewa County, MI DNR Project #TF23-0144 Bid Due Date: February 19, 2025
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

NOTICE OF AWARD

Date of Issuance:

Owner: City of Sault Ste. Marie

Owner’s Project No.:

Engineer: C2AE

Engineer’s Project No.: 24-0115

Project: Rotary Park Pavilion

Contract Name: DNR Project #TF23-0144

Bidder:

Bidder’s Address:

You are notified that Owner has accepted your Bid, dated **February 19, 2025**, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: **Construction of a new pavilion/restroom building and associated site improvements including site utilities, concrete sidewalk and handicap parking area, gravel parking, site furnishings, landscape, and restoration.**

The Contract Price of the awarded Contract is \$[**Contract Price**]. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

[**Number of copies sent**] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [**number of copies sent**] counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **None**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Sault Ste. Marie**

By (*signature*): _____

Name (*printed*): _____

Title: _____

Copy: Engineer

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Sault Ste. Marie** (“Owner”) and [name of contracting entity] (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 CONTRACTOR SHALL COMPLETE ALL WORK AS SPECIFIED OR INDICATED IN THE CONTRACT DOCUMENTS. THE WORK IS GENERALLY DESCRIBED AS FOLLOWS:

Construction of a new pavilion/restroom building and associated site improvements including site utilities, concrete sidewalk and handicap parking area, gravel parking, site furnishings, landscape, and restoration.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Rotary Park Pavilion, DNR Project #TF23-0144**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **C2AE, 814 S. Otsego Ave., Suite B, Gaylord, MI 49735 (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.**

3.02 The part of the Project that pertains to the Work has been designed by C2AE.

ARTICLE 4—CONTRACT TIMES

4.01 *Contract Times: Dates*

A. The Work will be substantially complete on or before **October 1, 2025, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **November 1, 2025**.**

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. The retainage on payments due the Contractor shall be in accordance with applicable provisions of Michigan Act No. 524, Public Acts of 1980 and amendments thereto. The retainage shall be an amount equal to 10% off said estimate until 50% of the Work has been completed. At 50% completion, further partial payments shall be made in full to the Contractor and no additional amounts may be retained unless Engineer certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Contractor. At 50% completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the Work completed.
- B. Upon Substantial Completion of the Work, any amount retained may be paid to the Contractor, said amount to be paid upon receipt of consent from the Contractor's surety, complete with power of attorney as required, to release retainage to the Contractor. When the Work which cannot be completed because of weather conditions, lack of materials or other reasons, which in the judgement of the Owner are valid reasons for noncompletion, the Owner may make additional payments, retaining at all times an amount sufficient to secure the completion of the Work.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of five (5) percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Project Plans.
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of **26** sheets with each sheet bearing the following general title: **Rotary Park Pavilion**.
 - 8. Addenda (numbers **[number]** to **[number]**, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Notice of Award.
 - c. Attachments A and B.
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.

- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner: City of Sault Ste. Marie

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

225 E. Portage Ave.
Sault Ste. Marie, MI 49783

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Address:

225 E. Portage Ave.
Sault Ste. Marie, MI 49783

Phone: _____

Phone: _____

Email: _____

Email: _____

(If City of Sault Ste. Marie is a corporation, attach evidence of authority to sign. If City of Sault Ste. Marie is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: _____
(where applicable)

State: _____

NOTICE TO PROCEED

Owner: City of Sault Ste. Marie Owner's Project No.: _____
Engineer: C2AE Engineer's Project No.: 24-0115
Contractor: _____ Contractor's Project No.: _____
Project: Rotary Park Pavilion
Contract Name: DNR Project #TF23-0144
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is **October 1, 2025**, and the date by which readiness for final payment must be achieved is **November 1, 2025**.

Before starting any Work at the Site, Contractor must comply with the following:

N/A

Owner: City of Sault Ste. Marie
By *(signature)*: _____
Name *(printed)*: _____
Title: _____
Date Issued: _____

Copy: Engineer

PERFORMANCE BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p>Owner</p> <p>Name: City of Sault Ste. Marie</p> <p>Mailing address <i>(principal place of business)</i>: 225 E. Portage Ave. Sault Ste. Marie, MI 49783</p>	<p>Contract</p> <p>Description <i>(name and location)</i>: Rotary Park Pavilion Sault Ste. Marie Chippewa County, MI DNR Project #TF23-0144</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: _____</p> <p>Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None**

PAYMENT BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>
<p>Owner</p> <p>Name: City of Sault Ste. Marie</p> <p>Mailing address (<i>principal place of business</i>): 225 E. Portage Ave. Sault Ste. Marie, MI 49783</p>	<p>Contract</p> <p>Description (<i>name and location</i>): Rotary Park Pavilion Sault Ste. Marie Chippewa County, MI DNR Project #TF23-0144</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: _____</p> <p>Date of Bond: _____</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**

Contractor's Application for Payment

Owner: <u>City of Sault Ste. Marie</u>	Owner's Project No.: _____
Engineer: <u>C2AE</u>	Engineer's Project No.: <u>24-0115</u>
Contractor: _____	Contractor's Project No.: _____
Project: <u>Rotary Park Pavilion</u>	
Contract: <u>DNR Project #TF23-0144</u>	

Application No.: _____ **Application Date:** _____

Application Period: From _____ to _____

1. Original Contract Price	\$	-
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	-
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	-
5. Retainage		
a. _____ X \$ _____ - Work Completed	\$	-
b. _____ X \$ _____ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	-
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application (Line 6 - Line 7)	\$	-
9. Balance to finish, including retainage (Line 3 - Line 6)	\$	-

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: _____

Signature: _____ **Date:** _____

<p>Recommended by Engineer</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Approved by Funding Agency</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Approved by Owner</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor’s plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

- 9.05 *Lands and Easements; Reports, Tests, and Drawings*
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
 - B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
 - C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner's Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 *Evidence of Financial Arrangements*
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 *Safety Programs*
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
 - B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

Refer to 2020 Standard Specifications for Construction, Michigan Department of Transportation:

DELETE Sections 102, 107, and 108; ADD General Conditions, Pages GC-1 to GC-70, as included herein.

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

SC 1.01 Delete Paragraph 1.01.A.22 in its entirety and insert the following in its place:

19. Engineer – The person, firm, corporation, or employee of the Owner who has been duly authorized or engaged by the Owner to perform design and/or construction services for the project.

SC 1.01 Add the following new paragraphs immediately after Paragraph 1.01.A.45:

46. Materials – Any articles, devices, products, materials, fixtures, forms, of similar items which are necessary or desirable for the completion of the Work and/or are designated in the specifications, with or without the words " or equal", "or equivalent", or "or approved substitute".

47. Project Manual – The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

ARTICLE 2—PRELIMINARY MATTERS

2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor one (1) printed copy of the Contract Documents with the fully signed counterpart of the Agreement, and one (1) copy of the Contract Documents with the fully signed counterpart of the Agreement in electronic portable document format (PDF).

2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. *Electronic Documents Protocol*: The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol (“EDP” or “Protocol”) for exchange of electronic transmittals.

1. *Basic Requirements*

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party’s use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions (“System Infrastructure”) at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.

- 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 5 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology (“IT”) for maintaining operations of its System Infrastructure during the Project, including coordination with the party’s individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
 - d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the

Electronic Document or use an alternative delivery method to complete the communication.

C. *Software Requirements for Electronic Document Exchange; Limitations*

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

No suggested Supplementary Conditions in this Article.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
N/A	N/A	N/A

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to

the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
N/A	N/A	N/A

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at **[location]** during regular business hours, or may request copies from Engineer.

5.06 *Hazardous Environmental Conditions at the Site*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
N/A	N/A	N/A

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
N/A	N/A	N/A

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

- Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
- Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

6.03 *Contractor’s Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- E. *Workers’ Compensation and Employer’s Liability:* Contractor shall purchase and maintain workers’ compensation and employer’s liability insurance (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers’ Compensation and Related Policies	Policy limits of not less than:
Workers’ Compensation	
State	Statutory

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.

5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
6. Any limitation or exclusion based on the nature of Contractor’s work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

- J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000

6.04 *Builder’s Risk and Other Property Insurance*

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- F. *Builder’s Risk Requirements:* The builder’s risk insurance must:
1. be written on a builder’s risk “all risk” policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials

and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).

- a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
 - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.
2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
 4. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
 5. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
 6. include performance/hot testing and start-up, if applicable.
 7. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
 8. include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds."

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- G. *Builder's Risk and Other Property Insurance Deductibles:* The purchaser of any required builder's risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.

ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

7.09 *Permits*

Owner: EGLE Joint Permit Part 31.

Contractor: SESC, Chippewa County Road Commission Right-of-Way Permit; City of Sault Ste. Marie Utility Connection Permit.

7.13 *Safety and Protection*

SC-7.13 Insert the following after the second sentence of Paragraph 7.13.G:

The following Owner safety program is applicable to the Work: Confined Space Entry.

7.16 *Submittals*

SC-7.16 Delete Paragraph 7.16.C.1 in its entirety and insert the following in its place:

1. Engineer will timely review Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer’s review will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer shall stamp the submittals in one of the following manners:
 - A. “NO EXCEPTION TAKEN” – Submittals submitted for review and returned bearing this notation indicate that the submittal meets the general design intent of the Contract Documents.
 - B. “EXCEPTION AS NOTED” – Submittals submitted for review and returned bearing this notation indicated that the submittal meets the general design intent of the Contract Documents when noted comments area included.
 - C. “REVISE AND RESUBMIT” – Submittals submitted for review and returned bearing this notation will be accompanied with either one of the action notes marked “Make Correction Noted” or “See Comment Sheet for Notations”. Specific notations will be noted on the submittals or comment sheet.
 - D. “REJECTED” – Submittals submitted for review and returned bearing this notation do not meet the general design intent of the Contract Documents and are not to be used. Reasons for rejection will be noted on the submittals or comment sheet.

ARTICLE 8—OTHER WORK AT THE SITE

No suggested Supplementary Conditions in this Article.

ARTICLE 9—OWNER’S RESPONSIBILITIES

No suggested Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
 1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR’s own personal safety while at the Site.
 3. *Liaison*
 - a. Serve as Engineer’s liaison with Contractor. Working principally through Contractor’s authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor’s proper execution of the Work.
 4. *Review of Work; Defective Work*
 - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
 5. *Inspections and Tests*
 - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. *Payment Requests: Review Applications for Payment with Contractor.*
 7. *Completion*
 - a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

12.01 Claims

SC-12.01 Amend the first sentence of Paragraph 12.01.B to read as follows:

The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 10 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 15 days of the decision under appeal.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 Cost of the Work

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of the Rental Rate Blue Book for Construction Equipment.

SC-13.01 Amend the first sentence of Paragraph 13.01.B.5.f by striking out the following words:

(except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04).

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
 - a. if the extended price of a particular item of Unit Price Work amounts to five (5) percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than twenty-five (25) percent from the estimated quantity of such item indicated in the Agreement; and
 - b. if there is no corresponding adjustment with respect to any other item of Work; and
 - c. if Contractor believes that Contractor has incurred additional expense as a result thereof or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a claim for an adjustment in the Contract Price in accordance with Article 12 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 *Progress Payments*

SC-15.01 Delete Paragraph 15.01.B.1 in its entirety and insert the following in its place:

At least twenty (20) days before the date established for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

SC-15.01 Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:

Twenty (20) days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 15.01.E) become due, and when due will be paid by Owner to Contractor.

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

15.04 *Partial Use or Occupancy*

SC-15.04 Add the following new paragraph immediately after Paragraph 15.04.A.4:

5. Owner may at any time request Contractor in writing to permit Owner to take over operation of any part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer, and within a reasonable time thereafter Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Owner and Engineer that such part of the Work is not ready for separate operation by Owner, Engineer will finalize the list of items to be completed or corrected and will deliver such lists to Owner and Contractor together with a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work which will become binding upon Owner and Contractor at the time when owner takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.01 *Methods and Procedures*

SC-17.01 Add the following new paragraph immediately after 17.01.B.

- C. The Contractor shall carry on the Work and maintain the progress schedule during any mediation, arbitration, or litigation proceedings, unless otherwise mutually agreed in writing.

17.02 *Arbitration*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Arbitration*

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
 - 1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;

2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and
 4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

ARTICLE 18—MISCELLANEOUS

No suggested Supplementary Conditions in this Article.

EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version 2019 or later			
DWG	Autodesk® AutoCAD .dwg format Version 2018			
DOC	Microsoft® Word .docx format Version 2016			
EXC	Microsoft® Excel .xls or .xml format Version 2016			
DB	Microsoft® Access .mdb format Version 2016			

WORK CHANGE DIRECTIVE NO.: [Number of Work Change Directive]

Owner: City of Sault Ste. Marie
Engineer: C2AE
Contractor:
Project: Rotary Park Pavilion
Contract Name: DNR Project #TF23-0144
Date Issued: Effective Date of Work Change Directive:
Owner's Project No.:
Engineer's Project No.: 24-0115
Contractor's Project No.:

Contractor is directed to proceed promptly with the following change(s):

Description:

[Description of the change to the Work]

Attachments:

[List documents related to the change to the Work]

Purpose for the Work Change Directive:

[Describe the purpose for the change to the Work]

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

Non-agreement on pricing of proposed change. Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ _____ [increase] [decrease] [not yet estimated].
Contract Time: _____ days [increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price:

Lump Sum Unit Price Cost of the Work Other

Recommended by Engineer

Authorized by Owner

By:

Title:

Date:

CHANGE ORDER NO.: [Number of Change Order]

Owner:	City of Sault Ste. Marie	Owner's Project No.:	
Engineer:	C2AE	Engineer's Project No.:	24-0115
Contractor:		Contractor's Project No.:	
Project:	Rotary Park Pavilion		
Contract Name:	DNR Project #TF23-0144		
Date Issued:		Effective Date of Change Order:	

The Contract is modified as follows upon execution of this Change Order:

Description:

[Description of the change]

Attachments:

[List documents related to the change]

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

Accepted by Contractor

By: _____

Title: _____

Date: _____

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____

Title: _____

Date: _____

FIELD ORDER NO.: [Number of Field Order]

Owner: City of Sault Ste. Marie
Engineer: C2AE
Contractor:
Project: Rotary Park Pavilion
Contract Name: DNR Project #TF23-0144
Date Issued: Effective Date of Field Order:
Owner's Project No.:
Engineer's Project No.: 24-0115
Contractor's Project No.:

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

[Description of the change to the Work]

Attachments:

[List documents supporting change]

Issued by Engineer

By: _____

Title: _____

Date: _____

SECTION 042300 - GLASS UNIT MASONRY**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes:
 - 1. Glass block.
 - 2. Mortar materials.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Fabrication and installation details for glass unit masonry, including vertical and horizontal coursing, anchors, reinforcement, and expansion strips. Include accessories where indicated.
- C. Samples for Initial Selection: Manufacturer's actual glass-block units.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Store glass block in unopened cartons on elevated platforms, under cover, and in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied.
- B. Store glass-block grid materials in unopened cartons in an enclosed, dry location.
- C. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- D. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
- E. Store accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

1.4 FIELD CONDITIONS

- A. Environmental Limitations: Proceed with installation of glass unit masonry assemblies only when ambient and material temperatures are 40 deg F or higher.
 - 1. Maintain temperature in installation areas at 40 deg F or above for 48 hours after installing.
 - 2. Do not install sealants when ambient and substrate temperatures are outside limits permitted by sealant manufacturer or when joint substrates are wet.

PART 2 - PRODUCTS**2.1 SOURCE LIMITATIONS**

- A. For glass block, obtain each type and pattern of glass block from single source from single manufacturer.
- B. For accessory materials, obtain each cementitious material, admixture, and accessory component from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Glass-block grid systems, including attachment to building construction, to withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
1. Loads: As indicated on Drawings.

2.3 GLASS BLOCK

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Seves Glass Block or comparable product.
- B. Glass Unit Masonry:
1. Sizes, General: Provide manufacturer's standard sizes unless indicated as custom.
 2. Glass Unit Masonry Patterns:
 - a. Pattern:
 - 1) As selected by Architect from manufacturer's full range.
 3. Glass Color: Colorless.

2.4 MORTAR MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I or Type II. Provide natural color or white cement as required to produce mortar color indicated.
1. Where joints are indicated to be raked out and pointed, gray cement may be used for setting mortar.
- B. Hydrated Lime: ASTM C207, Type S.
- C. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.
- D. Aggregate: ASTM C144, with 100 percent passing No. 8 sieve.
1. For pointing mortar and joints narrower than 1/4 inch, use aggregate graded with 100 percent passing No. 16 sieve.
 2. White Aggregates: Natural white sand or crushed white stone.
 3. Colored Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.
- E. Water: Potable.

2.5 GLASS UNIT MASONRY ACCESSORIES

- A. Panel Reinforcement: Ladder-type units, butt welded, not lapped and welded; complying with ASTM A951/A951M in straight lengths of not less than 10 ft., and as follows:
1. Exterior Walls: Hot-dip galvanized, carbon steel wire.
 2. Wire Size: W1.7 or 0.148-inch diameter.
 3. Width: 1 5/8 inches.
 4. Spacing of Cross Rods: Not more than 16 inches apart.
- B. Panel Anchors: Glass-block manufacturer's standard perforated steel strips, 0.0359 inch by 1-3/4 inches wide by 24 inches long, hot-dip galvanized after fabrication to

comply with ASTM A153/A153M.

- C. Fasteners, General: Unless otherwise indicated, provide Type 304 or Type 316 stainless steel fasteners at exterior walls and zinc-plated fasteners with coating complying with ASTM B633, Class Fe/Zn 5, at interior walls. Select fasteners for type, grade, and class required.
- D. Asphalt Emulsion: Cold-applied asphalt emulsion complying with ASTM D1187/D1187M or ASTM D1227/D1227M.
- E. Plastic-Foam Expansion Strips: Polyethylene foam complying with requirements of glass-block manufacturer; 3/8 inch thick by 4 inches wide.
 - 1. Use plastic-foam expansion strips for non-fire-rated assemblies.
- F. Sealant Accessories: Provide sealant accessories, including primers, bond-breaker tape, and cylindrical sealant backing, that comply with applicable requirements in Section 079200 "Joint Sealants."

2.6 MORTAR MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, or antifreeze compounds unless otherwise indicated.
 - 1. Do not use calcium chloride in mortar.
 - 2. For mortar in exterior panels, use water-repellent admixture in accordance with admixture manufacturer's written instructions.
 - 3. For point mortar in exterior panels, use water-repellent admixture in accordance with admixture manufacturer's written instructions.
 - 4. Limit cementitious materials in mortar to portland cement and lime.
- B. Mortar for Glass Unit Masonry Assemblies:
 - 1. Comply with ASTM C270, Proportion Specification for Type S mortar.
 - 2. Combine and thoroughly mix cementitious materials, water, and aggregates in a mechanical batch mixer unless otherwise indicated. Mix mortar to produce a stiff but workable consistency that is drier than mortar for brick or concrete masonry. Discard mortar when it has reached initial set.

PART 3 - EXECUTION

3.1 INSTALLATION OF GLASS BLOCK WITH MORTAR

- A. General: Install masonry units in accordance with manufacturer's written instructions.
 - 1. Where applicable, fasten frames and anchors or clips securely to surrounding construction.
 - 2. Shim starting track as needed to make it level.
 - 3. Arrange coursing pattern to provide consistent joint work throughout.
- B. Apply a heavy coat of asphalt emulsion to sill and adhere expansion strips to jambs and heads with asphalt emulsion. Allow asphalt emulsion to dry before placing mortar. Trim expansion strips to width required to fit glass block and to full lengths of heads and jambs.
- C. Set glass block with completely filled bed and head joints, with no furrowing, accurately spaced and coordinated with other construction. Maintain 3/8-inch exposed joint widths

unless otherwise indicated.

- D. Install panel reinforcement in horizontal joints at spacing indicated and continuously from end to end of panels; comply with the following requirements:
 - 1. Vertical Spacing of Panel Reinforcement for Exterior Panels: Every other course, but not more than 16 inches o.c., starting with first course above sill.
 - 2. Do not bridge expansion joints with panel reinforcement.
 - 3. Place panel reinforcement in joints immediately above and below all openings within glass unit masonry assemblies.
 - 4. Lap panel reinforcement not less than 6 inches if more than one length is necessary.
 - 5. Embed panel reinforcement in mortar bed by placing lower half of mortar bed first, pressing panel reinforcement into place, and covering with upper half of mortar bed.
- E. Use rubber mallet to tap units into position. Do not use steel tools, and do not allow units to come into contact with metal accessories and frames.
- F. Use plastic spacers in mortar joints to produce uniform joint widths and to prevent mortar from being squeezed out of joints.
- G. Keep expansion joints free of mortar.
- H. Clean glass unit masonry assemblies as work progresses. Remove mortar fins and smears immediately, using a clean, wet sponge or a scrub brush with stiff fiber bristles. Do not use harsh cleaners, acids, abrasives, steel wool, or wire brushes when removing mortar or cleaning glass unit masonry assemblies.
- I. Install sealant at jambs, heads, mullions, and other locations indicated. Prepare joints, including installation of primer and bond-breaker tape or cylindrical sealant backing, and apply elastomeric sealants to comply with requirements in Section 079200 "Joint Sealants."
- J. Construction Tolerances: Set glass block to comply with the following tolerances:
 - 1. Variation in Mortar-Joint Thickness: Do not vary from joint thickness indicated by more than plus or minus 1/16 inch.
 - 2. For faces of adjacent exposed units, do not vary from flush alignment by more than 1/16 inch.

3.2 CLEANING

- A. On surfaces adjacent to glass unit masonry assemblies, remove mortar, sealants, and other residue resulting from glass-block installation, in a manner approved by manufacturers of materials involved.
- B. Perform final cleaning of glass unit masonry assemblies when surface is not exposed to direct sunlight. Start at top of panel using generous amounts of clean water. Remove water with clean, dry, soft cloths; change cloths frequently to eliminate dried mortar particles and aggregate.

END OF SECTION 042300

SECTION 061000 - ROUGH CARPENTRY**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes:
1. Wood products.
 2. Wood-preservative-treated lumber.
 3. Fire-retardant-treated lumber.
 4. Dimension lumber framing.
 5. Miscellaneous lumber.
 6. Plywood backing panels.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
 2. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

1.3 INFORMATIONAL SUBMITTALS

- A. Material Certificates:
1. For preservative-treated wood products. Indicate type of preservative used and net amount of preservative retained.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Stack wood products flat with spacers beneath and between each bundle to provide air circulation. Protect wood products from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS**2.1 WOOD PRODUCTS**

- A. Lumber: Comply with DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
1. Factory mark each piece of lumber with grade stamp of grading agency.
 2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece.
 3. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20

for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry wood products.

4. Dress lumber, S4S, unless otherwise indicated.

B. Maximum Moisture Content:

1. Boards: 19 percent.
2. Dimension Lumber: 15 percent for 2-inch nominal thickness or less; 19 percent for more than 2-inch nominal thickness unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

A. Preservative Treatment by Pressure Process: AWPA U1, Use categories as follows:

1. UC2: Interior construction not in contact with ground but may be subject to moisture. Include all rough carpentry.
 - a. Wood sills, sleepers, blocking, furring, and similar concealed members in contact with masonry or concrete.
2. UC3A (Commodity Specification A): Coated sawn products in exterior construction not in contact with ground but exposed to all weather cycles including intermittent wetting. Include the following items:
 - a. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
3. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.
4. For exposed items indicated to receive a stained or natural finish, chemical formulations are not to require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
5. After treatment, redry dimension lumber to 19 percent maximum moisture content.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

1. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece.

D. Application: Treat items indicated on Drawings, and the following:

1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
4. Wood framing members that are less than 18 inches above the ground in

crawlspaces or unexcavated areas.

5. Wood floor plates that are installed over concrete slabs-on-grade.

2.3 MISCELLANEOUS LUMBER

- A. Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 1. Blocking.
 2. Nailers.
 3. Furring.
 4. Utility shelving.
- B. Dimension Lumber Items: Standard, Stud, or No. 3 grade lumber of any of the following species:
 1. Hem-fir (north); NLGA.
 2. Mixed southern pine or southern pine; SPIB.
 3. Spruce-pine-fir; NLGA.
 4. Hem-fir; WCLIB or WWPA.
 5. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
- C. Utility Shelving: Lumber with 15 percent maximum moisture content of any of the following species and grades:
 1. Eastern white pine, Idaho white, lodgepole, ponderosa, or sugar pine; Standard or No. 3 Common grade; NeLMA, NLGA, WCLIB, or WWPA.
 2. Mixed southern pine or southern pine; No. 2 grade; SPIB.
 3. Hem-fir or hem-fir (north); grade; NLGA, WCLIB, or WWPA.
 4. Spruce-pine-fir (south) or spruce-pine-fir; Construction or No. 2 Common grade; NeLMA, NLGA, WCLIB, or WWPA.
- D. Concealed Boards: 15 percent maximum moisture content and any of the following species and grades:
 1. Mixed southern pine or southern pine; No. 2 grade; SPIB.
 2. Hem-fir or hem-fir (north); Construction or No. 2 Common grade; NLGA, WCLIB, or WWPA.
 3. Spruce-pine-fir (south) or spruce-pine-fir; Construction or No. 2 Common grade; NeLMA, NLGA, WCLIB, or WWPA.
- E. Roofing Nailers: Structural- or No. 2-grade lumber or better; kiln-dried Douglas fir, southern pine, or wood having similar decay-resistant properties.
- F. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
- G. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

2.4 PLYWOOD BACKING PANELS

- A. Equipment Backing Panels: Plywood, DOC PS 1, **Exposure 1, C-D Plugged**, fire-retardant treated, in thickness indicated or, if not indicated, not less than 3/4-inch nominal thickness.

2.5 FASTENERS

- A. General: Fasteners are to be of size and type indicated and comply with requirements specified in this article for material and manufacture. Provide nails or screws, in sufficient length, to penetrate not less than 1-1/2 inches into wood substrate.
 - 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A153/A153M or ASTM F2329.
- B. Nails, Brads, and Staples: ASTM F1667.
- C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- D. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01 or ICC-ES AC308 as appropriate for the substrate.

2.6 MISCELLANEOUS MATERIALS

- A. Sill-Sealer Gaskets:
 - 1. Closed-cell neoprene foam, 1/4 inch thick, selected from manufacturer's standard widths to suit width of sill members indicated.
- B. Adhesives for Gluing Furring and Sleepers to Concrete or Masonry: Formulation complying with ASTM D3498 that is approved for use indicated by adhesive manufacturer.
- C. Water-Repellent Preservative: NWWDA-tested and -accepted formulation containing 3-iodo-2-propynyl butyl carbamate, combined with an insecticide containing chloropyrifos as its active ingredient.

PART 3 - EXECUTION**3.1 INSTALLATION**

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Set work to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- C. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels. Install fire-retardant-treated plywood backing panels with classification marking of testing agency exposed to view.
- D. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
- E. Install sill sealer gasket to form continuous seal between sill plates and foundation walls.
- F. Do not splice structural members between supports unless otherwise indicated.
- G. Provide blocking and framing as indicated and as required to support facing materials,

fixtures, specialty items, and trim.

- H. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- I. Comply with AWWA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
 - 1. Use inorganic boron for items that are continuously protected from liquid water.
 - 2. Use copper naphthenate for items not continuously protected from liquid water.
- J. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
- K. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. Table 2304.10.1, "Fastening Schedule," in ICC's International Building Code (IBC).
 - 2. ICC-ES evaluation report for fastener.
- L. Securely attach roofing nailers to substrates by anchoring and fastening to withstand bending, shear, or other stresses imparted by Project wind loads and fastener-resistance loads as designed in accordance with ASCE/SEI 7.
- M. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

3.2 INSTALLATION OF WOOD BLOCKING AND NAILERS

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach wood blocking to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.
- C. Attach wood roofing nailers securely to substrate to resist the designed outward and upward wind loads indicated on Drawings and in accordance with ANSI/SPRI ED-1, Tables A6 and A7.
- D. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

3.3 INSTALLATION OF WOOD FURRING

- A. Install level and plumb with closure strips at edges and openings. Shim with wood as required for tolerance of finish work.
- B. Furring to Receive Plywood or Hardboard Paneling: Install 1-by-3-inch nominal- size furring horizontally at 24 inches o.c.

3.4 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061000

SECTION 071800 - TRAFFIC COATINGS**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes: Traffic coatings and pavement markings for the following applications:
 - 1. Pedestrian traffic.

1.2 ACTION SUBMITTALS

- A. Product Data Submittals: For each product.
 - 1. Include installation instructions and details, material descriptions, dry- or wet-film thickness requirements, and finish.
- B. Shop Drawings: For traffic coatings.
 - 1. Include details for treating substrate joints and cracks, flashings, deck penetrations, and other termination conditions that are not included in manufacturer's product data.
- C. Samples for Initial Selection: For each type of exposed finish.

1.3 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For traffic coatings to include in maintenance manuals.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

1.5 FIELD CONDITIONS

- A. Environmental Limitations: Apply traffic coatings within the range of ambient and substrate temperatures recommended in writing by manufacturer. Do not apply traffic coatings to damp or wet substrates, when temperatures are below 40 deg F, when relative humidity exceeds 85 percent, or when temperatures are less than 5 deg F above dew point.
 - 1. Do not apply traffic coatings in snow, rain, fog, or mist, or when such weather conditions are imminent during the application and curing period. Apply only when frost-free conditions occur throughout the depth of substrate.
- B. Do not install traffic coating until items that penetrate membrane have been installed.

1.6 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace traffic coating that fails in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Adhesive or cohesive failures.
 - b. Abrasion or tearing failures.

- c. Surface crazing or spalling.
 - d. Intrusion of water, oils, gasoline, grease, salt, deicer chemicals, or acids into deck substrate.
2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Material Compatibility: Provide primers; base coat, intermediate coat, and topcoat; and accessory materials that are compatible with one another and with substrate under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

2.2 TRAFFIC COATINGS

- A. Primer: Liquid primer as recommended in writing for substrate and conditions by traffic-coating manufacturer.
- B. Preparatory and Base Coats: Polyurethane.
- C. Intermediate Coat: Polyurethane.
 1. Aggregate Content: As recommended in writing by traffic-coating manufacturer for substrate and service conditions indicated.
- D. Topcoat: Polyurethane.
 1. Aggregate Content: As recommended in writing by traffic-coating manufacturer for substrate and service conditions indicated.
 2. Color: As selected by Architect from manufacturer's full range.
- E. Aggregate: Manufacturer's standard aggregate for each use indicated of particle sizes, shape, and minimum hardness recommended in writing by traffic-coating manufacturer.

2.3 ACCESSORY MATERIALS

- A. Joint Sealants: As specified in Section 079200 "Joint Sealants." ASTM C920.
- B. Sheet Flashing: Nonstaining sheet material recommended in writing by traffic-coating manufacturer.
- C. Adhesive: Contact adhesive recommended in writing by traffic-coating manufacturer.
- D. Reinforcing Strip: Fiberglass mesh recommended in writing by traffic-coating manufacturer.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clean and prepare substrates according to ASTM C1127 and manufacturer's written instructions to produce clean, dust-free, dry substrate for traffic-coating application. Remove projections, fill voids, and seal joints if any, as recommended in writing by traffic-coating manufacturer.
- B. Mask adjoining surfaces not receiving traffic coatings to prevent overspray, spillage,

leaking, and migration of coatings. Prevent traffic-coating materials from entering deck substrate penetrations and clogging weep holes and drains.

- C. Concrete Substrates: Mechanically abrade surface to a uniform profile acceptable to manufacturer, according to ASTM D4259. Do not acid etch.
 - 1. Remove grease, oil, paints, and other penetrating contaminants from concrete.
 - 2. Remove concrete fins, ridges, and other projections.
 - 3. Remove laitance, glaze, efflorescence, curing compounds, concrete hardeners, form-release agents, and other incompatible materials that might affect coating adhesion.
 - 4. Remove remaining loose material to provide a sound surface, and clean surfaces according to ASTM D4258.

3.2 TERMINATIONS AND PENETRATIONS

- A. Prepare vertical and horizontal surfaces at terminations and penetrations through traffic coatings and at expansion joints, drains, and sleeves according to ASTM C1127 and manufacturer's written instructions.
- B. Provide sealant cants at penetrations and at reinforced and nonreinforced, deck-to-wall butt joints.

3.3 JOINT AND CRACK TREATMENT

- A. Prepare, treat, rout, and fill joints and cracks in substrates according to ASTM C1127 and manufacturer's written recommendations. Before coating surfaces, remove dust and dirt from joints and cracks according to ASTM D4258.
 - 1. Comply with recommendations in ASTM C1193 for joint-sealant installation.
- B. Apply reinforcing strip in traffic-coating system where recommended in writing by traffic-coating manufacturer.

3.4 INSTALLATION OF TRAFFIC COATINGS

- A. Apply traffic coating according to ASTM C1127 and manufacturer's written instructions.
- B. Apply coats of specified compositions for each type of traffic coating at locations as indicated on Drawings.
- C. Apply traffic coatings to prepared wall terminations and vertical surfaces to height indicated; omit aggregate on vertical surfaces.
- D. Cure traffic coatings. Prevent contamination and damage during coating application and curing.

3.5 PROTECTING AND CLEANING

- A. Protect traffic coatings from damage and wear during remainder of construction period.
- B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 071800

SECTION 072100 - THERMAL INSULATION**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes:
 - 1. Glass-fiber blanket insulation.
- B. Related Requirements:
 - 1. Section 072119 "Foamed-in-Place Insulation" for spray-applied polyurethane foam insulation.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

- A. Installer's Certification: Listing type, manufacturer, and R-value of insulation installed in each element of the building thermal envelope.
 - 1. For blown-in or sprayed fiberglass and cellulosic-fiber loose-fill insulation, indicate initial installed thickness, settled thickness, settled R-value, installed density, coverage area, and number of bags installed.
 - 2. Sign, date, and post the certification in a conspicuous location on Project site.
- B. Product Test Reports: For each product, for tests performed by a qualified testing agency.

PART 2 - PRODUCTS**2.1 PERFORMANCE REQUIREMENTS**

- A. Fire-Resistance Ratings: Comply with ASTM E119 or UL 263; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Indicate design designations from UL's "Fire Resistance Directory" or from listings of another qualified testing agency.
- B. Fire Propagation Characteristics: Passes NFPA 285 testing as part of an approved assembly.
- C. Labeling: Provide identification of mark indicating R-value of each piece of insulation 12 inches and wider in width.
- D. Thermal-Resistance Value (R-Value): R-20 in accordance with ASTM C518.

2.2 GLASS-FIBER BLANKET INSULATION

- A. Glass-Fiber Blanket Insulation, Unfaced: ASTM C665, Type I; passing ASTM E136 for combustion characteristics.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include,

but are not limited to, the following:

- a. CertainTeed; SAINT-GOBAIN
- b. Johns Manville; a Berkshire Hathaway company
- c. Knauf Insulation

2.3 INSULATION FASTENERS

- A. Insulation Fastener Accessories: Provide double-pointed weld pins, lagging pins, quilting pins, duct liner pins, insulation hangers, specialty washers, special caps, j-hooks, capacitor discharge annular weld pins, capacitor discharge acoustical lagging pins, and other accessory materials that are recommended in writing by insulation fastener manufacturer to produce complete insulation supports.

2.4 ACCESSORIES

- A. Insulation for Miscellaneous Voids:
 1. Glass-Fiber Insulation: ASTM C764, Type II, loose fill; with maximum flame-spread and smoke-developed indexes of 5, per ASTM E84.
 2. Spray Polyurethane Foam Insulation: ASTM C1029, Type II, closed cell, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM E84.
- B. Miscellaneous Application Accessories:
 1. Adhesive for Bonding Insulation: Product compatible with insulation and air and water barrier materials, and with demonstrated capability to bond insulation securely to substrates without damaging insulation and substrates.
 2. Crack Sealer: Closed-cell insulating foam in aerosol dispenser recommended in writing by insulation manufacturer for filling gaps in board insulation.
 3. Eave Ventilation Troughs: Preformed, rigid fiberboard or plastic sheets designed and sized to fit between roof framing members and to provide ventilation between insulated attic spaces and vented eaves.
 4. Detailing Foam Insulation for Voids: Urethane foam complying with AAMA 812, low expansion pressure suitable for filling insulation gaps and voids adjacent to openings to protect against water, air, and sound intrusion.
 5. Tapes for Reflective Insulation and Barriers:
 - a. Aluminum-foil tape for repairs or splicing material.
 - b. Double-sided tape for adhering to metal framing or overlapping material.
 - c. Reinforced-foil tape for sealing tears or cuts in sheet vapor barrier.
 6. Clip-and-Pin Components:
 - a. Angle Clips: For sidewalks and floors.
 - b. Tube Clips: For wood beams and metal tubular framing.
 - c. Locking Washers: Aluminum; white to match reflective bubble insulation facing colors.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products, applications and applicable codes.

- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.
- C. Install insulation with manufacturer's R-value label exposed after insulation is installed.
- D. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- E. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value.

3.2 INSTALLATION OF INSULATION IN FRAMED CONSTRUCTION

- A. Blanket Insulation: Install in cavities formed by framing members in accordance with the following requirements:
 - 1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.
 - 2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
 - 3. Maintain 3-inch clearance of insulation around recessed lighting fixtures not rated for or protected from contact with insulation.
 - 4. Attics: Install eave ventilation troughs between roof framing members in insulated attic spaces at vented eaves.
 - 5. Where glass-fiber blankets are indicated for sound attenuation above ceilings, install unfaced blanket insulation over ceiling area in thickness indicated. Where partitions occur, extend insulation up either side of partition.
 - 6. For wood-framed construction, install blankets in accordance with ASTM C1320 and as follows:
 - a. With faced blankets having stapling flanges, lap blanket flange over flange of adjacent blanket to maintain continuity of vapor retarder once finish material is installed over it.
- B. Miscellaneous Voids: Install insulation in miscellaneous voids and cavity spaces where required to prevent gaps in insulation using the following materials:
 - 1. Glass-Fiber Insulation: Compact to approximately 40 percent of normal maximum volume equaling a density of approximately 2.5 lb/cu. ft..
 - 2. Detailing Foam Insulation for Voids: Apply in accordance with manufacturer's written instructions.
- C. Loose-Fill Insulation: Apply in accordance with ASTM C1015 and manufacturer's written instructions.
 - 1. Level horizontal applications to uniform thickness as indicated, lightly settle to uniform density, but do not compact excessively.
 - 2. For cellulosic-fiber loose-fill insulation, comply with CIMA's Technical Bulletin #2, "Standard Practice for Installing Cellulose Building Insulation."

END OF SECTION 072100

SECTION 072119 - FOAMED-IN-PLACE INSULATION**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes:
 - 1. Foamed-in-place insulation in concrete masonry unit (CMU) cores.

1.2 ACTION SUBMITTALS

- A. Product Data:
 - 1. For each type of product.

1.3 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For each product, for tests performed by qualified testing agency.
- B. Material Safety Data Sheet: Submit Material Safety Data Hazard Communication Standard, 29 CFR 1910 1200.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products of the type specified in this section, with not less than five years of documented experience.
- B. Applicator Qualifications: Company specializing in performing work of the type specified, with minimum five years of experience.

1.5 FIELD CONDITIONS

- A. Do not install when ambient temperature is lower than 50 degrees F.

PART 2 - PRODUCTS**2.1 MANUFACTURERS**

- A. Manufacturers of Foamed-In-Place Insulation: Subject to compliance with requirements, provide products from one of the following:
 - 1. Tailored Chemical Products; Core-Fill 500.
 - 2. CoreFoam Inc.; CoreFoam Insulation.
 - 3. PolyMaster Inc.; R-501 Polymaster Plastic Foam Insulation.
 - 4. Thermal Corp. of America; Thermo Foam.
 - 5. C. P. Chemical Co. Inc.; Tripolymer Foam Insulation.

2.2 MATERIALS

- A. Insulation: ASTM C 1029, Type II, polyurethane.
 - 1. Thermal Values: "R" Value of 4.91/inch at 32 degrees F mean; ASTM C-177.

2.3 ACCESSORIES

- A. Primer: Material recommended by insulation manufacturer where required for adhesion

of insulation to substrates.

- B. Foam Repair Kit.
- C. Moisture Detection Paper (mdp) strips

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with insulation manufacturer's written instructions applicable to products and applications.
- B. Pour insulation in from top of wall (NO DRILLING).

3.2 PROTECTION

- A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes.

END OF SECTION 072119

SECTION 072500 - WEATHER BARRIERS**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes:
 - 1. Building wrap.

1.2 ACTION SUBMITTALS

- A. Product Data:
 - 1. For each type of product.

PART 2 - PRODUCTS**2.1 WEATHER BARRIERS**

- A. Building Wrap: Flame-spread and smoke-developed indexes of less than 25 and 450, respectively, when tested in accordance with ASTM E84; UV stabilized; and acceptable to authorities having jurisdiction.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Dorken Systems Inc.
 - b. DuPont de Nemours, Inc.
 - 2. Building Wrap Type: Type II, ASTM E2556/E2556M.
 - 3. Water-Vapor Permeance: Minimum 20 perms in accordance with ASTM E96/E96M, Desiccant Method (Procedure A).
 - 4. Air Permeance: Not more than 0.004 cfm/sq. ft. at 1.57 lbf/sq. ft. when tested in accordance with ASTM E2178.
 - 5. Allowable UV Exposure Time: Not more than 180 days.
 - 6. Flame Propagation Test: Materials and construction to be as tested in accordance with NFPA 285.

2.2 ACCESSORY MATERIALS

- A. Requirement: Provide primers, fasteners, seam tapes, flashing, transition strips, termination strips, joint sealants, counterflashing strips, flashing sheets and metal termination bars, termination mastic, substrate patching materials, adhesives, tapes, foam sealants, lap sealants, and other accessory materials that are recommended in writing by weather barrier manufacturer to produce a complete weather barrier assembly and that are compatible with primary weather barrier material and adjacent construction to which they may seal.

PART 3 - EXECUTION**3.1 INSTALLATION OF WEATHER BARRIERS**

- A. Weather Barriers:

1. Building Wrap or Drainage Wrap: Comply with manufacturer's written instructions and warranty requirements.
 2. Drainage Material: Comply with manufacturer's written instructions.
- B. Install weather barrier accessories for a complete installation with weather barriers in accordance with manufacturers written instructions.

END OF SECTION 072500

SECTION 073113 - ASPHALT SHINGLES**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes:
1. Glass-fiber-reinforced asphalt shingles.
 2. Underlayment materials.
 3. Ridge vents.
 4. Metal flashing and trim.

1.2 ACTION SUBMITTALS

- A. Product Data: For the following:
1. Asphalt shingles.
 2. Underlayment materials.
 3. Ridge vents.
 4. Asphalt roofing cement.
 5. Elastomeric flashing sealant.

1.3 WARRANTY

- A. Materials Warranty: Manufacturer agrees to repair or replace asphalt shingles that fail within specified warranty period.
1. Failures include, but are not limited to, the following:
 - a. Manufacturing defects.
 2. Materials Warranty Period: 50 years from date of Substantial Completion, prorated, with first 20 years nonprorated.
 3. Wind-Speed Warranty Period: Asphalt shingles will resist blow-off or damage caused by wind speeds of up to 110 mph for 15 years from date of Substantial Completion.
 4. Algae-Resistance Warranty Period: Asphalt shingles will not discolor for five years from date of Substantial Completion.
 5. Workmanship Warranty Period: 25 years from date of Substantial Completion.

PART 2 - PRODUCTS**2.1 PERFORMANCE REQUIREMENTS**

- A. Exterior Fire-Test Exposure: Provide asphalt shingles and related roofing materials identical to those of assemblies tested for Class A fire resistance in accordance with ASTM E108 or UL 790 by Underwriters Laboratories or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.
- B. Wind Resistance: Provide asphalt shingles that comply with requirements of ASTM D3161/D3161M, Class F, and with ASTM D7158/D7158M, Class H.

2.2 GLASS-FIBER-REINFORCED ASPHALT SHINGLES

- A. Impact-Resistant, Laminated-Strip Asphalt Shingles: ASTM D3462/D3462M, laminated, multi-ply overlay construction; glass-fiber reinforced, mineral-granule surfaced, and self-sealing; with impact resistance complying with UL 2218, Class 4.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. CertainTeed; SAINT-GOBAIN
 - b. Malarkey Roofing Products
 2. Butt Edge: Straight cut.
 3. Strip Size: Manufacturer's standard.
 4. Algae Resistance: Granules resist algae discoloration.
 5. Color and Blends: As selected by Architect from manufacturer's full range.
- B. Hip and Ridge Shingles: Manufacturer's standard units to match asphalt shingles.

2.3 UNDERLAYMENT MATERIALS

- A. Glass-Reinforced Felt: ASTM D6757/D6757M, asphalt-saturated, glass-reinforced organic felt or inorganic fiber-based felt.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. CertainTeed; SAINT-GOBAIN
- B. Self-Adhering, Polymer-Modified Bitumen Sheet: ASTM D1970/D1970M, minimum 40-mil- thick sheet; glass-fiber-mat-reinforced, polymer-modified asphalt; with slip-resistant top surface and release backing; cold applied.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. CertainTeed; SAINT-GOBAIN
 - b. GCP Applied Technologies Inc.
 - c. Malarkey Roofing Products
 2. Top Surface: Textured polymer film.

2.4 RIDGE VENTS

- A. Flexible Ridge Vent: Manufacturer's standard, compression-resisting, three-dimensional, open-nylon or polyester-mat filter.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. GAF
 - b. Owens Corning
 2. Width: 12".

2.5 ACCESSORIES

- A. Asphalt Roofing Cement: ASTM D4586/D4586M Type II, asbestos free.
- B. Elastomeric Flashing Sealant: ASTM C920, Type S, Grade NS, one-part, non-sag, elastomeric polymer sealant; of class and use classifications required to seal joints and remain watertight; recommended in writing by manufacturer for installation of flashing systems.
- C. Roofing Nails: ASTM F1667, aluminum, stainless steel, copper, or hot-dip galvanized-steel wire shingle nails, minimum 0.120-inch- diameter, sharp-pointed, with a 3/8- to 7/16-inch- diameter flat head and of sufficient length to penetrate 3/4 inch into solid wood decking or extend at least 1/8 inch through sheathing less than 3/4 inch thick.
 - 1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
- D. Underlayment Nails: Aluminum, stainless steel, or hot-dip galvanized-steel wire nails with low-profile metal or plastic caps, 1-inch- minimum diameter.
 - 1. Provide with minimum 0.0134-inch- thick metal cap, 0.010-inch- thick power-driven metal cap, or 0.035-inch- thick plastic cap; and with minimum 0.083-inch- thick ring shank or 0.091-inch- thick smooth shank of length to penetrate at least 3/4 inch into roof sheathing or to penetrate through roof sheathing less than 3/4 inch thick.

2.6 METAL FLASHING AND TRIM

- A. Comply with requirements in Section 076200 "Sheet Metal Flashing and Trim."
 - 1. Sheet Metal: Aluminum, mill finished.
- B. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of the item unless otherwise specified in this Section or indicated on Drawings.
 - 1. Drip Edges: Fabricate in lengths not exceeding 10 feet with minimum 2-inch roof-deck flange and 1-1/2-inch fascia flange with 3/8-inch drip at lower edge.
 - 2. Vent-Pipe Flashings: ASTM B749, Type L51121, at least 1/16 inch thick. Provide lead sleeve sized to slip over and turn down into pipe, soldered to skirt at slope of roof, and extending at least 4 inches from pipe onto roof.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
 - 1. Examine roof sheathing to verify that sheathing joints are supported by framing and blocking or metal clips and that installation is within flatness tolerances.
 - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored and that provisions have been made for flashings and penetrations through asphalt shingles.
 - 3. Verify that vent stacks and other penetrations through roofing are installed and

securely fastened.

- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF UNDERLAYMENT MATERIALS

- A. Comply with asphalt shingle and underlayment manufacturers' written installation instructions and with recommendations in NRCA's "The NRCA Roofing Manual: Steep-Slope Roof Systems" applicable to products and applications indicated unless more stringent requirements are specified in this Section or indicated on Drawings.
- B. Synthetic Underlayment:
 - 1. Install on roof deck parallel with and starting at the eaves.
 - a. Lap sides and ends as recommended in writing by manufacturer, but not less than 4 inches for side laps and 6 inches for end laps.
 - b. Stagger end laps between succeeding courses at interval recommended in writing by manufacturer, but not less than 72 inches.
 - c. Fasten with underlayment nails in accordance with manufacturer's written instructions.
 - d. Cover underlayment within period recommended in writing by manufacturer.
 - 2. Install in single layer on roofs sloped at 4:12 and greater.
 - 3. Install synthetic underlayment over areas protected by self-adhering, polymer-modified bitumen sheet unless otherwise specified in this Section or indicated on Drawings.
 - a. Lap sides of underlayment over self-adhering sheet not less than 4 inches in direction to shed water.
 - b. Lap ends of underlayment not less than 6 inches over self-adhering sheet.
- C. Self-Adhering, Polymer-Modified Bitumen Sheet: Install, wrinkle free, on roof deck.
 - 1. Comply with low-temperature installation restrictions of underlayment manufacturer.
 - 2. Install lapped in direction that sheds water.
 - a. Lap sides not less than 4 inches.
 - b. Lap ends not less than 6 inches, staggered 24 inches between succeeding courses.
 - c. Roll laps with roller.

3.3 INSTALLATION OF METAL FLASHING AND TRIM

- A. Install metal flashings and trim to comply with requirements in Section 076200 "Sheet Metal Flashing and Trim."
 - 1. Install metal flashings in accordance with recommendations in ARMA's "Asphalt Roofing Residential Manual - Design and Application Methods" and NRCA's "NRCA Guidelines for Asphalt Shingle Roof Systems."
 - 2. Bed flanges of metal flashings using asphalt roofing cement or elastomeric flashing sealant.
- B. Rake Drip Edges: Install over underlayment materials and fasten to roof deck.
- C. Eave Drip Edges: Install below underlayment materials and fasten to roof deck.

- D. Pipe Flashings: Form flashing around pipe penetrations and asphalt shingles. Fasten and seal to asphalt shingles as recommended by manufacturer.

3.4 INSTALLATION OF ASPHALT SHINGLES

- A. Install asphalt shingles in accordance with manufacturer's written instructions and recommendations in ARMA's "Asphalt Roofing Residential Manual - Design and Application Methods" and NRCA's "NRCA Guidelines for Asphalt Shingle Roof Systems."
- B. Install starter strip along lowest roof edge, consisting of an asphalt shingle strip at least 7 inches wide with self-sealing strip face up at roof edge.
 - 1. Extend asphalt shingles 1/2 inch over fasciae at eaves and rakes.
 - 2. Install starter strip along rake edge.
- C. Install first and remaining courses of laminated asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.
- D. Install first and remaining courses of three-tab-strip asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.
- E. Fasten asphalt shingle strips with a minimum of four roofing nails, but not less than the number indicated in manufacturer's written instructions for roof slope and design wind speed indicated on Drawings and for warranty requirements specified in this Section.
 - 1. Locate fasteners in accordance with manufacturer's written instructions.
 - 2. When ambient temperature during installation is below 50 deg F, hand seal self-sealing asphalt shingles by applying asphalt roofing cement spots between course overlaps after nailing the upper course.
- F. Ridge Vents: Install continuous ridge vents over asphalt shingles in accordance with manufacturer's written instructions. Fasten with roofing nails of sufficient length to penetrate sheathing.
- G. Hip and Ridge Shingles: Maintain same exposure of cap shingles as roofing-shingle exposure. Lap cap shingles at ridges to shed water away from direction of prevailing winds.
 - 1. Fasten with roofing nails of sufficient length to penetrate sheathing.
 - 2. Fasten ridge cap asphalt shingles to cover ridge vent without obstructing airflow.

END OF SECTION 073113

SECTION 074293 - SOFFIT PANELS**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes:

1.2 ACTION SUBMITTALS

- A. Product Data:
 - 1. Metal soffit panels.
- B. Product Data Submittals:
- C. Shop Drawings:
 - 1. Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
- D. Samples for Initial Selection: For each type of metal panel indicated with factory-applied color finishes.
 - 1. Include similar Samples of trim and accessories involving color selection.

1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For each product, tests performed by a qualified testing agency.
- C. Sample Warranties: For special warranties.

1.4 CLOSEOUT SUBMITTALS

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

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
- B. UL-Certified, Portable Roll-Forming Equipment: UL-certified, portable roll-forming equipment capable of producing metal panels warranted by manufacturer to be the same as factory-formed products. Maintain UL certification of portable roll-forming equipment for duration of work.

1.6 FIELD CONDITIONS

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

1.7 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship

within specified warranty period.

1. Failures include, but are not limited to, the following:
 - a. Structural failures including rupturing, cracking, or puncturing.
 - b. Deterioration of metals and other materials beyond normal weathering.
 2. Warranty Period: Two years from date of Substantial Completion.
- B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Delta E units when tested according to ASTM D2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 2. Finish Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to ASTM E1592:
1. Wind Loads: As indicated on Drawings.
 2. Other Design Loads: As indicated on Drawings.
 3. Deflection Limits: For wind loads, no greater than 1/180 of the span.
- B. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

2.2 METAL SOFFIT PANELS

- A. Provide metal soffit panels designed to be installed by lapping and interconnecting side edges of adjacent panels and mechanically attaching through panel to supports using concealed fasteners in side laps. Include accessories required for weathertight installation.
- B. Basis-of-Design Product: Subject to compliance with requirements, provide ATAS International, Wind-Lok Soffit, or comparable product.
- C. Color: as selected by Architect from manufacturers full range.

2.3 MISCELLANEOUS MATERIALS

- A. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, clips, flashings, sealants, gaskets, fillers, closure strips, and

similar items. Match material and finish of metal panels unless otherwise indicated.

- B. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Finish flashing and trim with same finish system as adjacent metal panels.
- C. Panel Fasteners: Self-tapping screws designed to withstand design loads. Provide exposed fasteners with heads matching color of metal panels by means of plastic caps or factory-applied coating. Provide EPDM or PVC sealing washers for exposed fasteners.

2.4 FABRICATION

- A. Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.
- B. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.
- C. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.

PART 3 - EXECUTION

3.1 INSTALLATION OF METAL SOFFIT PANELS

- A. Install metal panels according to manufacturer's written instructions in orientation, sizes, and locations indicated. Install panels perpendicular to supports unless otherwise indicated. Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.
- B. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action as recommended in writing by metal panel manufacturer.
- C. Lap-Seam Metal Panels: Fasten metal panels to supports with fasteners at each lapped joint at location and spacing recommended by manufacturer.
 - 1. Apply panels and associated items true to line for neat and weathertight enclosure.
 - 2. Provide metal-backed washers under heads of exposed fasteners bearing on weather side of metal panels.
 - 3. Locate and space exposed fasteners in uniform vertical and horizontal alignment. Use proper tools to obtain controlled uniform compression for positive seal without rupture of washer.
 - 4. Install screw fasteners with power tools having controlled torque adjusted to compress washer tightly without damage to washer, screw threads, or panels. Install screws in predrilled holes.
- D. Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.

1. Install components required for a complete metal panel system including trim, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items. Provide types indicated by metal panel manufacturer; or, if not indicated, provide types recommended by metal panel manufacturer.
- E. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that are permanently watertight.

3.2 CLEANING AND PROTECTION

- A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.

END OF SECTION 074293

SECTION 074616 - ALUMINUM SIDING**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes:
 - 1. Aluminum siding.
- B. Related Requirements:
 - 1. Section 061000 "Rough Carpentry" for wood furring, grounds, nailers, and blocking.
 - 2. Section 072500 "Weather Barriers" for weather-resistive barriers.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings:
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, assembly description and supports details, and finishes.
- C. Samples for Initial Selection: For aluminum siding including related accessories.

1.3 INFORMATIONAL SUBMITTALS

- A. Product Research/Evaluation Reports: For each type of aluminum siding required, from ICC-ES.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of product, including related accessories.
- B. Warranty Documentation:
 - 1. Manufacturers' special warranties.

1.5 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace products that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: 50 years from date of Substantial Completion.

PART 2 - PRODUCTS**2.1 ALUMINUM SIDING**

- A. Aluminum Siding: Formed and coated product complying with AAMA 1402.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide ATAS International, Design Wall DWF or comparable product.
 - 2. Vertical Pattern: 12-inch exposure in board-and-batten, single-board style.
 - 3. Related Materials: Provide siding starter strips, edge trim, outside and inside corner caps, and other items as recommended in writing by siding manufacturer

for building configuration.

- a. Provide siding accessories made from same material as adjacent siding unless otherwise indicated.
4. Accessories are to be made from same material as adjacent siding unless otherwise indicated.
 5. Finish: Manufacturer's standard three-coat PVDF.
 - a. Colors: As selected by Architect from manufacturer's full range of colors.

PART 3 - EXECUTION

3.1 INSTALLATION OF ALUMINUM SIDING

- A. General: Comply with manufacturer's written installation instructions applicable to products and applications indicated unless more stringent requirements apply.
 1. Provide thermal movement for materials as recommended in writing by manufacturer.
- B. Install aluminum siding soffit and components and related accessories in accordance with manufacturer's written instructions.
 1. Install fasteners as recommended in writing by manufacturer.
- C. Where aluminum materials contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape, or installing nonconductive spacers as recommended in writing by manufacturer for this purpose.

END OF SECTION 074616

SECTION 076200 - SHEET METAL FLASHING AND TRIM**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes: Custom flashing and trim fabrications, made from the following:
 - 1. Sheet metal materials.
 - 2. Underlayment.
 - 3. Miscellaneous materials.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For sheet metal flashing and trim.
 - 1. Plans, elevations, sections, and attachment details.
 - 2. Fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled Work.
 - 3. Identification of material, thickness, weight, and finish for each item and location in Project.
 - 4. Details for forming, including profiles, shapes, seams, and dimensions.
 - 5. Details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
 - 6. Details of termination points and assemblies.
 - 7. Details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction from fixed points.
 - 8. Details of roof-penetration flashing.
 - 9. Details of edge conditions, including eaves, ridges, valleys, rakes, crickets, flashings, and counterflashings.
 - 10. Details of special conditions.
 - 11. Details of connections to adjoining work.
 - 12. Formed flashing and trim at scale of not less than 1-1/2 inches per 12 inches.

1.3 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For sheet metal flashing and trim, and its accessories.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.
 - 1. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
 - 2. Protect stored sheet metal flashing and trim from contact with water.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

1.5 COORDINATION

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
- B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leakproof, secure, and noncorrosive installation.

1.6 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Delta E units when tested in accordance with ASTM D2244.
 - b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS**2.1 PERFORMANCE REQUIREMENTS**

- A. Sheet metal flashing and trim assemblies, including cleats, anchors, and fasteners, are to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim are not to rattle, leak, or loosen, and are to remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual: Architectural Metal Flashing, Condensation and Air Leakage Control, and Reroofing" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
 - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 SHEET METAL MATERIALS

- A. Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Metallic-Coated Steel Sheet: Zinc-coated (galvanized) steel sheet complying with minimum ASTM A653/A653M, G90 coating designation, or aluminum-zinc alloy-coated steel sheet complying with minimum ASTM A792/A792M, Class AZ50 coating designation; structural quality. Prepainted by the coil-coating process to comply with ASTM A755/A755M.
 - 1. Nominal Thickness: 0.028 inch.
 - 2. Surface: Smooth, flat.
 - 3. Exposed Coil-Coated Finish:

- a. Two-Coat Fluoropolymer: Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
4. Color: As indicated by manufacturer's designations.
5. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mil.

2.3 MISCELLANEOUS MATERIALS

- A. Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal.
 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
 - b. Blind Fasteners: High-strength aluminum or stainless steel rivets suitable for metal being fastened.
 - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
 2. Fasteners for Zinc-Coated (Galvanized) or Aluminum-Zinc Alloy-Coated Steel Sheet: Series 300 stainless steel or hot-dip galvanized steel in accordance with ASTM A153/A153M or ASTM F2329/F2329M.
- C. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.
- D. Elastomeric Sealant: ASTM C920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

2.4 FABRICATION, GENERAL

- A. Custom fabricate sheet metal flashing and trim to comply with details indicated and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required.
 1. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
 2. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 3. Verify shapes and dimensions of surfaces to be covered and obtain field measurements for accurate fit before shop fabrication.

4. Form sheet metal flashing and trim to fit substrates without excessive oil-canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
 5. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances:
1. Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 ft. on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
 2. Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified.
- C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
 2. Use lapped expansion joints only where indicated on Drawings.
- D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal in accordance with cited sheet metal standard to provide for proper installation of elastomeric sealant.
- E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- F. Seams:
1. Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- G. Do not use graphite pencils to mark metal surfaces.

2.5 ROOF-DRAINAGE SHEET METAL FABRICATIONS

- A. Hanging Gutters:
1. Fabricate to cross section required, complete with end pieces, outlet tubes, and other accessories as required.
 2. Fabricate in minimum 96-inch- long sections.
 3. Furnish flat-stock gutter brackets and flat-stock gutter spacers and straps fabricated from same metal as gutters, of size recommended by cited sheet metal standard, but with thickness not less than twice the gutter thickness.
 4. Fabricate expansion joints, expansion-joint covers, gutter bead reinforcing bars, and gutter accessories from same metal as gutters.
 5. Gutter Profile: Style A in accordance with cited sheet metal standard.
 6. Accessories: Continuous, removable leaf screen with sheet metal frame and hardware cloth screen.
 7. Gutters with Girth up to 15 Inches (380 mm): Fabricate from the following materials:
 - a. Galvanized Steel: .028 inch thick.
- B. Downspouts: Fabricate rectangular downspouts to dimensions indicated on Drawings, complete with mitered elbows. Furnish with metal hangers from same material as

downspouts and anchors.

1. Hanger Style: Downspout pipe clips.
2. Fabricate from the following materials:
 - a. Galvanized Steel: 0.022 inch thick.

2.6 STEEP-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Apron, Step, Cricket, and Backer Flashing: Fabricate from the following materials:
 1. Galvanized Steel: 0.022 inch thick.
- B. Drip Edges: Fabricate from the following materials:
 1. Galvanized Steel: 0.022 inch thick.
- C. Eave, Rake, Ridge, and Hip Flashing: Fabricate from the following materials:
 1. Galvanized Steel: 0.022 inch thick.
- D. Counterflashing: Fabricate from the following materials:
 1. Galvanized Steel: 0.022 inch thick.
- E. Flashing Receivers: Fabricate from the following materials:
 1. Galvanized Steel: 0.022 inch thick.
- F. Roof-Penetration Flashing: Fabricate from the following materials:
 1. Galvanized Steel: 0.028 inch thick.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrates, and other conditions affecting performance of the Work.
 1. Verify compliance with requirements for installation tolerances of substrates.
 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
 3. Verify that air- or water-resistant barriers have been installed over substrate to prevent air infiltration or water penetration.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF SHEET METAL FLASHING AND TRIM, GENERAL

- A. Install sheet metal flashing and trim to comply with details indicated and recommendations of cited sheet metal standard that apply to installation characteristics required unless otherwise indicated on Drawings.
 1. Install fasteners, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 2. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of sealant.
 3. Anchor sheet metal flashing and trim and other components of the Work securely

- in place, with provisions for thermal and structural movement.
4. Install sheet metal flashing and trim to fit substrates and to result in watertight performance.
 5. Install continuous cleats with fasteners spaced not more than 12 inches o.c.
 6. Space individual cleats not more than 12 inches apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
 7. Install exposed sheet metal flashing and trim with limited oil-canning, and free of buckling and tool marks.
 8. Do not field cut sheet metal flashing and trim by torch.
 9. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
1. Coat concealed side of sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
 2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim.
1. Space movement joints at maximum of 10 ft. with no joints within 24 inches of corner or intersection.
 2. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
- D. Fasteners: Use fastener sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Seal joints as required for watertight construction.
1. Use sealant-filled joints unless otherwise indicated.
 - a. Embed hooked flanges of joint members not less than 1 inch into sealant.
 - b. Form joints to completely conceal sealant.
 - c. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way.
 - d. Adjust setting proportionately for installation at higher ambient temperatures.
 - 1) Do not install sealant-type joints at temperatures below 40 deg F.
 2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."

3.3 INSTALLATION OF ROOF-DRAINAGE SHEET METAL FABRICATIONS

- A. Install sheet metal roof-drainage items to produce complete roof-drainage system in accordance with cited sheet metal standard unless otherwise indicated. Coordinate

installation of roof perimeter flashing with installation of roof-drainage system.

B. Hanging Gutters:

1. Join sections with joints sealed with sealant.
2. Provide for thermal expansion.
3. Attach gutters at eave or fascia to firmly anchor them in position.
4. Provide end closures and seal watertight with sealant.
5. Slope to downspouts.
6. Fasten gutter spacers to front and back of gutter.
7. Anchor gutter with gutter brackets spaced not more than 36 inches apart to roof deck unless otherwise indicated, and loosely lock to front gutter bead.
8. Install continuous gutter screens on gutters with noncorrosive fasteners, removable for cleaning gutters.

C. Downspouts:

1. Join sections with 1-1/2-inch telescoping joints.
2. Provide hangers with fasteners designed to hold downspouts securely to walls.
3. Locate hangers at top and bottom and at approximately 60 inches o.c.
4. Provide elbows at base of downspout to direct water away from building.

3.4 INSTALLATION OF SLOPED ROOF SHEET METAL FABRICATIONS

A. Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and cited sheet metal standard.

1. Provide concealed fasteners where possible, and set units true to line, levels, and slopes.
2. Install work with laps, joints, and seams that are permanently watertight and weather resistant.

B. Roof Edge Flashing:

1. Install roof edge flashings in accordance with ANSI/SPRI/FM 4435/ES-1.
2. Anchor to resist uplift and outward forces in accordance with recommendations in cited sheet metal standard unless otherwise indicated. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate at staggered 3-inch centers.
3. Anchor to resist uplift and outward forces in accordance with recommendations in FM Global Property Loss Prevention Data Sheet 1-49 for FM Approvals' listing for required windstorm classification.

C. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric sealant and clamp flashing to pipes that penetrate roof.

3.5 INSTALLATION OF MISCELLANEOUS SHEET METAL FABRICATIONS

A. Equipment Support Flashing:

1. Coordinate installation of equipment support flashing with installation of roofing and equipment.
2. Weld or seal flashing with elastomeric sealant to equipment support member.

B. Overhead-Piping Safety Pans:

1. Suspend pans from structure above, independent of other overhead items such as equipment, piping, and conduit, unless otherwise indicated on Drawings.
2. Pipe and install drain line to plumbing waste or drainage system.

3.6 INSTALLATION TOLERANCES

- A. Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 ft. on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.7 CLEANING

- A. Clean off excess sealants.

3.8 PROTECTION

- A. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.
- B. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended in writing by sheet metal flashing and trim manufacturer.
- C. Maintain sheet metal flashing and trim in clean condition during construction.
- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures, as determined by Architect.

END OF SECTION 076200

SECTION 079200 - JOINT SEALANTS**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes:
 - 1. Silicone joint sealants.
 - 2. Nonstaining silicone joint sealants.
 - 3. Urethane joint sealants.
 - 4. Mildew-resistant joint sealants.
 - 5. Butyl joint sealants.
 - 6. Latex joint sealants.

1.2 ACTION SUBMITTALS

- A. Product Data:
 - 1. Silicone joint sealants.
 - 2. Nonstaining silicone joint sealants.
 - 3. Urethane joint sealants.
 - 4. Mildew-resistant joint sealants.
 - 5. Butyl joint sealants.
 - 6. Latex joint sealants.
- B. Samples for Initial Selection: Manufacturer's standard color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Joint-Sealant Schedule: Include the following information:
 - 1. Joint-sealant application, joint location, and designation.
 - 2. Joint-sealant manufacturer and product name.
 - 3. Joint-sealant formulation.
 - 4. Joint-sealant color.

1.3 CLOSEOUT SUBMITTALS

- A. Manufacturers' special warranties.
- B. Installer's special warranties.

1.4 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
 - 2. When joint substrates are wet.
 - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.5 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: One year from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
 - 1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
 - 2. Disintegration of joint substrates from causes exceeding design specifications.
 - 3. Mechanical damage caused by individuals, tools, or other outside agents.
 - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS**2.1 SOURCE LIMITATIONS**

- A. Obtain joint sealants from single manufacturer for each sealant type.

2.2 JOINT SEALANTS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.3 SILICONE JOINT SEALANTS

- A. Silicone, S, NS, 50, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 50, Use NT.

2.4 NONSTAINING SILICONE JOINT SEALANTS

- A. Nonstaining Joint Sealants: No staining of substrates when tested in accordance with ASTM C1248.

2.5 URETHANE JOINT SEALANTS

- A. Urethane, S, NS, 25, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 25, Use NT.
- B. Urethane, S, P, 25, T, NT: Single-component, pourable, plus 25 percent and minus 25

percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade P, Class 25, Uses T and NT.

2.6 MILDEW-RESISTANT JOINT SEALANTS

- A. Mildew-Resistant Joint Sealants: Formulated for prolonged exposure to humidity with fungicide to prevent mold and mildew growth.
- B. Silicone, Mildew Resistant, Acid Curing, S, NS, 25, NT: Mildew-resistant, single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, acid-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 25, Use NT.

2.7 BUTYL JOINT SEALANTS

- A. Butyl-Rubber-Based Joint Sealants: ASTM C1311.

2.8 LATEX JOINT SEALANTS

- A. Acrylic Latex: Acrylic latex or siliconized acrylic latex, ASTM C834, Type OP, Grade NF.

2.9 JOINT-SEALANT BACKING

- A. Sealant Backing Material: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C1330, Type O (open-cell material), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.10 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions

affecting performance of the Work.

- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Concrete.
 - b. Masonry.
 - 3. Remove laitance and form-release agents from concrete.
 - 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - b. Glass.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.

2. Do not stretch, twist, puncture, or tear sealant backings.
 3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
1. Place sealants so they directly contact and fully wet joint substrates.
 2. Completely fill recesses in each joint configuration.
 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants in accordance with requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
1. Remove excess sealant from surfaces adjacent to joints.
 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 3. Provide concave joint profile in accordance with Figure 8A in ASTM C1193 unless otherwise indicated.

3.4 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 079200

SECTION 081516 – FIBERGLASS REINFORCED PLASTIC DOORS**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes:
 - 1. FRP doors in aluminum frames.

1.2 SUBMITTALS

- A. Product Data: For each type of door indicated, include door designation, type, level and model, material description, core description, construction details, label compliance, sound and fire-resistance ratings, and finishes.
- B. Shop Drawings: Indicate location, size, and hand of each door, fabrication and construction details not covered in Product Data, location and extent of hardware blocking, and other pertinent data, including the following:
 - 1. Elevations of each door design.
 - 2. Indicate vertical and horizontal edge details.
 - 3. Indicate frame details for each frame type including dimensioned profiles.
 - 4. Indicated dimensions and locations of reinforcement and preparations for hardware.
 - 5. Indicate dimensions and locations of cutouts.
 - 6. Indicate details of each different wall opening condition.
 - 7. Indicated details of anchorages, accessories, joints, and connections.
 - 8. Indicate coordination of glazing frames and stops with glass and glazing requirements.
- C. Samples for Initial Selection: For each type of exposed finish required, prepare a sample not less than 3 by 5 inches (75 by 125 mm) and of same thickness and material indicated for final unit of Work.
- D. Door Schedule: Use same reference designations indicated on Drawings in preparing schedule for doors and frames.

1.3 QUALITY ASSURANCE

- A. Source Limitations: Obtain fiberglass reinforced plastic doors through one source from a single manufacturer.
- B. Templates and Diagrams: Furnish templates, diagrams, and other data to fabricators and installer for related construction activities to ensure coordination of work.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with requirements of referenced standard and manufacturer's written instructions.

- B. Deliver doors cardboard-wrapped or crated to provide protection during transit and job storage. Provide additional protection to prevent damage to finish of factory-finished doors.
- C. Inspect doors on delivery for damage, and notify shipper and supplier if damage is found. Minor damages may be repaired provided refinished items match new work and are acceptable to Architect. Remove and replace damaged items that cannot be repaired as directed.
- D. Store doors at building site under cover. Place units on minimum 4-inch- (100-mm-) high wood blocking. Avoid using nonvented plastic or canvas shelters that could create a humidity chamber. If door packaging becomes wet, remove cartons immediately. Provide minimum 1/4-inch (6-mm) spaces between stacked doors to permit air circulation.

1.5 WARRANTY

- A. Special Warranty: Manufacturer's standard form, signed by manufacturer, Installer, and Contractor, in which manufacturer agrees to repair or replace doors that are defective in materials or workmanship, have warped (bow, cup, or twist), or have a failure of materials and workmanship. Failure includes entrance operations, deterioration of finish or construction in excess of normal weathering and usage.
 - 1. Warranty shall also include installation and finishing that may be required due to repair or replacement of defective doors.
 - 2. Warranty shall be in effect during the following period of time from date of Substantial Completion.
 - a. Fiberglass Reinforced Plastic Doors: 10 years.

PART 2 - PRODUCTS

2.1 FRP DOORS

- A. Basis of Design Product: SL-20 Sandstone Texture Doors with fiberglass reinforced polyester (FRP) face sheets. Special-Lite, Inc.
- B. General: Provide doors of sizes and designs indicated.
 - 1. Door overall thickness: 1-3/4 inches.
 - 2. Configurations: Refer to drawings.

2.2 FRP DOOR MATERIALS

- A. Aluminum Members: 6063 T-5 Alloy for strength, corrosion resistance, and required finish application; ASTM B221-90 for extrusions, ASTM B209-90 for sheet plate, .125" (3.18 mm) minimum wall thickness.
- B. Anodized Finish: Dark bronze anodized.
- C. Sub-Frame Assembly: Aluminum extrusions to create 5 member subframe. Top subframe member to measure 6 inches (152.4 mm) in width. Mid rail and lock rail to measure 5 inches (127 mm) in width. Bottom rail and hinge rail to measure 3 inches (76.2 mm) in width.

- D. Adjustability: Door shall include edge guard pin in barrel type continuous hinge, integral with door system, including adjustability feature allowing up to 3/8" (9.53 mm) total width adjustment.
- E. Capping System: Door edge banding to consist of replaceable parts should damage occur.
- F. Fasteners: Aluminum or other non-corrosive materials compatible with aluminum components.
- G. Joinery: Rigid mortise tenon joints with multi-point mechanical fasteners.
- H. Reinforcements:
 - 1. Furnish standard reinforcement for each type of hardware required, 0.125" (3.18 mm) thickness, minimum.
 - 2. Manufacturer's aluminum sub-frame where feasible; otherwise, provide non-magnetic stainless steel or hot-dip galvanized steel complying with ASTM A123-89a.
- I. Door Core Material: Foamed in place urethane foam; slip in core will not be accepted.
- J. Door Face Material: Exterior grade UV resistant fiberglass reinforced polyester, 0.120" (3.05 mm) minimum thickness with pebble-like embossed finish.
 - 1. Impact strength: ASTM D256 8 Izod; 15.0 ft. lb./in.
 - 2. Tensile strength: ASTM D638 15,000 psi (103 MPa).
 - 3. Flexural strength: ASTM D790 30,000 psi (207 MPa).
 - 4. Hardness: ASTM D2583-87 Barcol meter Hardness test, no more than 50.
 - 5. Humidity resistance: ASTM D570-88 (E-I), water absorption not greater than 0.05% after 24 hour immersion.
 - 6. Color: To be selected from manufacturer's full range.
 - 7. Adhesion: The use of glue to bond face sheet to foam core is prohibited.

2.3 FRP DOOR FABRICATION

- A. General: Fabricate door units to be rigid, neat in appearance, and free from defects including warp and buckle. Where practical, fit and assemble units in manufacturer's plant. Clearly identify work that cannot be permanently factory assembled before shipment, to assure proper assembly at Project site.
- B. Core Construction: Manufacturer's standard core construction.
- C. Clearances for Non-Fire-Rated Doors: Not more than 1/8 inch (3.2 mm) at jambs and heads, except not more than 1/4 inch (6.4 mm) between pairs of doors. Not more than 3/4 inch (19 mm) at bottom.
- D. Single-Acting, Door-Edge Profile: Square edge, unless beveled edge is indicated.
- E. Thermal-Rated (Insulating) Assemblies: At exterior locations and elsewhere as shown or scheduled, provide doors fabricated as thermal-insulating door assemblies and tested according to ASTM C 236 or ASTM C 976 on fully operable door assemblies.
 - 1. Unless otherwise indicated, provide thermal-rated assemblies with U-value of 0.41 Btu/sq. ft. x h x deg F (2.33 W/sq. m x K) or better.

- F. Hardware Preparation: Prepare doors to receive mortised and concealed hardware according to final door hardware schedule and templates provided by hardware supplier. Comply with applicable requirements in ANSI A250.6 and ANSI A115 Series specifications for door preparation for hardware.
- G. Tolerances:
 - 1. Doors:
 - a. Overall dimensions +/- 3/64 inch (1.19 mm) maximum variation in width and length; +/-1/16 inch (1.59 mm) variation in thickness.
 - b. Door squareness: +/-1/16 inch (1.59 mm) variation in diagonal dimension.
 - c. Flatness: +/- 3/32 inch (2.38 mm) when measured with straight edge from corner to corner; each face.
 - 2. Other tolerances: Indicated in SDI 117-88.

2.4 ALUMINUM FRAMING CONSTRUCTION

- A. Thermally Broken Storefront Framing:
 - 1. Size and Type: As indicated on the Drawings.
 - 2. Material: Aluminum extrusions made from prime-equivalent billet that is produced from 100% reprocessed 6063-T6 alloy recovered from industrial processes.
 - 3. Perimeter Frame Members:
 - a. Storefront frame with thermally broken pocket filler.
 - b. Factory fabricated by frame manufacturer.
 - c. Open-back framing is not acceptable.
 - 4. Applied Door Stops:
 - a. 0.625-inch high, with screws and weatherstripping.
 - b. Pressure gasketing for weathering seal.
 - c. Counterpunch fastener holes in door stop to preserve full-metal thickness under fastener head.
 - d. Minimum 1/2" aluminum bar reinforcement under doorstop for required hardware attachments.
 - 5. Caulking: Caulk joints before assembling frame members.
 - 6. Joints:
 - a. Secure joints with fasteners.
 - b. Provide hairline butt joint appearance.
 - c. Shear block construction only, no screw spline allowed.
 - 7. Hardware:
 - a. Premachine and reinforce frame members for hardware in accordance with manufacturer's standards and door hardware schedule.
 - a. Factory install door hardware.
 - 8. Anchors:
 - b. Anchors appropriate for wall conditions to anchor framing to wall materials.
 - c. Door Jamb and Header Mounting Holes: Maximum of 24-inch centers.
 - d. Secure head and sill members of transom, side lites, and similar conditions.

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Examine doors prior to start of this Work.
 - 1. Verify that doors and frames comply with requirements for type, size, location, and swing characteristics.
 - 2. Reject doors and frames with defects.
- B. Proceed with installation only after unsatisfactory units and conditions have been corrected.

3.2 INSTALLATION

- A. General: Install doors and accessories according to Shop Drawings, manufacturer's data and written instructions, referenced quality standards, and as specified.
- B. Anchor frames securely in place.
- C. Separate aluminum from other metal surfaces with bituminous coatings or other means approved by Architect.
- D. Door Installation:
 - 1. Set units plumb, level, and true-to-line, without warping or racking doors; anchor in place. Separate aluminum and other corrodible metal surfaces from sources of corrosion of electrolytic action at points of contact with other materials.
 - 2. Fastening and Bracing: Fasten vertical frames to walls at not more than 12 inches (304.8 mm) O.C. with expansion bolts. Shim at each anchor to compensate for uneven walls.
 - 3. Tolerances: Install units with correct clearances to operate smoothly and easily.
- E. Hardware: For installation of door hardware, refer to Section 087100 "Door Hardware."

3.3 ADJUSTING AND CLEANING

- A. Install exterior doors to be weathertight in closed position.
- B. Operation: Test operate each installation upon completion, to ensure satisfactory operation. Check moving parts for proper lubrication and make adjustments for smooth, easy, free swinging operation, and leave in complete and proper operating condition. Remove and replace defective Work, including defective or damaged doors or frames that are warped, bowed, or otherwise unacceptable.
- C. Protection Removal: Immediately before final inspection, remove protective wrappings from doors and frames.
- D. Clean doors promptly after installation in accordance with manufacturer's instructions.

3.4 FIELD QUALITY REQUIREMENTS

- A. Manufacturer's Field Services: Upon Owner's request, provide manufacturer's field service consisting of product use recommendations and periodic site visit for inspection of product installation in accordance with manufacturer's instructions.

C2AE

Rotary Park Pavilion
City of Sault Ste Marie
Chippewa County, Michigan

END OF SECTION 081516

SECTION 087100 - DOOR HARDWARE**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes:
1. Mechanical door hardware for swinging doors.
 2. Interconnected locks.
 3. Roller latches.
 4. Push-pull latches.
 5. Bored auxiliary locks.
 6. Mortise auxiliary locks.
 7. Narrow-stile auxiliary locks.
 8. Push-button combination locks.
 9. Self-contained electronic locks.
 10. Exit locks and alarms.
 11. Surface bolts.
 12. Manual flush bolts.
 13. Automatic flush bolts.
 14. Self-latching flush bolts.
 15. Exit devices and auxiliary items.
 16. Lock cylinders.
 17. Key control cabinet.
 18. Key lock boxes.
 19. Key control system software.
 20. Operating trim.
 21. Surface closers.
 22. Concealed closers.
 23. Closer holder release devices.
 24. Wall- and floor-mounted stops.
 25. Electromagnetic door holders.
 26. Overhead stops and holders.
 27. Door gasketing.
 28. Thresholds.
 29. Sliding door hardware.
 30. Folding door hardware.
 31. Metal protective trim units.
 32. Plastic protection plates.
 33. Auxiliary door hardware.
 34. Auxiliary electrified door hardware.
- B. Related Requirements:
1. Section 081516 "Fiberglass Reinforced Plastic Doors"

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
1. Include construction details, material descriptions, dimensions of individual

components and profiles, and finishes.

- B. Shop Drawings: For electrified door hardware.
 - 1. Include diagrams for power, signal, and control wiring.
 - 2. Include details of interface of electrified door hardware and building safety and security systems.
- C. Samples: For each exposed product in each finish specified, in manufacturer's standard size.
 - 1. Tag Samples with full product description to coordinate Samples with door hardware schedule.
- D. Samples for Initial Selection: For each type of exposed finish.
- E. Door Hardware Schedule: Coordinate door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
 - 1. Submittal Sequence: Submit door hardware schedule after or concurrent with submissions of product data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate the fabrication of other work that is critical in Project construction schedule.
 - 2. Format: Use same scheduling sequence and format and use same door numbers as in door hardware schedule in the Contract Documents.
 - 3. Content: Include the following information:
 - a. Identification number, location, hand, fire rating, size, and material of each door and frame.
 - b. Locations of each door hardware set, cross-referenced to Drawings on floor plans and to door and frame schedule.
 - c. Complete designations, including name and manufacturer, type, style, function, size, quantity, function, and finish of each door hardware product.
 - d. Description of electrified door hardware sequences of operation and interfaces with other building control systems.
 - e. Fastenings and other installation information.
 - f. Explanation of abbreviations, symbols, and designations contained in door hardware schedule.
 - g. Mounting locations for door hardware.
 - h. List of related door devices specified in other Sections for each door and frame.
- F. Keying Schedule: detailing Owner's final keying instructions for locks. Include schematic keying diagram and index each key set to unique door designations that are coordinated with the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For compliance with accessibility requirements, for tests performed by manufacturer and witnessed by a qualified testing agency, for door hardware on doors located in accessible routes.
- C. Field quality-control reports.

- D. Sample Warranty: For special warranty.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of door hardware to include in maintenance manuals.
- B. Schedules: Final door hardware and keying schedule.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Supplier of products and an employer of workers trained and approved by product manufacturers and of an Architectural Hardware Consultant who is available during the course of the Work to consult Contractor, Architect, and Owner about door hardware and keying.
 - 1. Warehousing Facilities: In Project's vicinity.
 - 2. Scheduling Responsibility: Preparation of door hardware and keying schedule.
 - 3. Engineering Responsibility: Preparation of data for electrified door hardware, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.

1.6 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures, including excessive deflection, cracking, or breakage.
 - b. Faulty operation of doors and door hardware.
 - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.
 - 2. Warranty Period: Three years from date of Substantial Completion unless otherwise indicated below:
 - a. Exit Devices: Two years from date of Substantial Completion.
 - b. Manual Closers: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Means of Egress Doors: Latches do not require more than 15 lbf to release the latch. Locks do not require use of a key, tool, or special knowledge for operation.
- B. Accessibility Requirements: For door hardware on doors in an accessible route, comply with ICC A117.1.
 - 1. Provide operating devices that do not require tight grasping, pinching, or twisting of the wrist and that operate with a force of not more than 5 lbf.
 - 2. Bevel raised thresholds with a slope of not more than 1:2. Provide thresholds not more than 1/2 inch high.
 - 3. Adjust door closer sweep periods so that, from an open position of 90 degrees, the door will take at least 5 seconds to move to a position of 12 degrees from the latch.

4. Adjust spring hinges so that, from an open position of 70 degrees, the door will take at least 1.5 seconds to move to the closed position.

2.2 CONTINUOUS HINGES

- A. Continuous, Gear-Type Hinges: ANSI/BHMA A156.26; minimum 0.120-inch- thick, extruded-aluminum, pinless, geared hinge leaves joined by a continuous extruded-aluminum channel cap; with concealed, self-lubricating thrust bearings. Minimum overall width of 4 inches; fabricated to full height of door and frame and to template screw locations; with components finished after milling and drilling are complete.
 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Allegion plc
 - b. Pemko Manufacturing Company Inc.; ASSA ABLOY Accessories and Door Controls Group, Inc.; ASSA ABLOY
 - c. Select Products Limited

2.3 MECHANICAL LOCKS AND LATCHES

- A. Lock Functions: As indicated in door hardware schedule.
- B. Lock Throw: Comply with testing requirements for length of bolts required for labeled fire doors, and as follows:
 1. Mortise Locks: Minimum 3/4-inch latchbolt throw.
- C. Lock Backset: 2-3/4 inches unless otherwise indicated.
- D. Strikes: Provide manufacturer's standard strike for each lock bolt or latchbolt complying with requirements indicated for applicable lock or latch and with strike box and curved lip extended to protect frame; finished to match lock or latch.
- E. Mortise Locks: ANSI/BHMA A156.13, Operational Grade 1; stamped steel case with steel or brass parts; Series 1000.
 1. Basis-of-Design Product: Subject to compliance with requirements, provide Schlage or approved equivalent.

2.4 KEYING

- A. Keying System: Factory registered, complying with guidelines in ANSI/BHMA A156.28, appendix. Provide one extra key blank for each lock.
 1. No Master Key System: Only change keys operate cylinders.
 - a. Provide three cylinder change keys.
 2. Keyed Alike: Key all cylinders to same change key.
- B. Keys: Nickel silver.
 1. Stamping: Permanently inscribe each key with a visual key control number and include the following notation:
 - a. Notation: Information to be furnished by Owner.

2.5 SURFACE CLOSERS

- A. Surface Closers: ANSI/BHMA A156.4; rack-and-pinion hydraulic type with adjustable sweep and latch speeds controlled by key-operated valves and forged-steel main arm. Comply with manufacturer's written instructions for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide LCN Closers or approved equivalent.

2.6 DOOR GASKETING

- A. Door Gasketing: ANSI/BHMA A156.22; with resilient or flexible seal strips that are easily replaceable and readily available from stocks maintained by manufacturer.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide National Guard Products, Inc. or approved equivalent.
- B. Maximum Air Leakage: When tested in accordance with ASTM E283/E283M with tested pressure differential of 0.3 inch wg, as follows:
 - 1. Gasketing on Single Doors: 0.3 cfm/sq. ft. of door opening.

2.7 THRESHOLDS

- A. Thresholds: ANSI/BHMA A156.21; fabricated to full width of opening indicated.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide National Guard Products or approved equivalent.

2.8 FINISHES

- A. Provide finishes complying with ANSI/BHMA A156.18 as indicated in door hardware schedule.

PART 3 - EXECUTION**3.1 INSTALLATION OF DOOR HARDWARE**

- A. Mounting Heights: Mount door hardware units at heights to comply with the following unless otherwise indicated or required to comply with governing regulations.
 - 1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
- B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work. Do not install surface-mounted items until finishes have been completed on substrates involved.
- C. Hinges: Install types and in quantities indicated in door hardware schedule, but not fewer than the number recommended by manufacturer for application indicated or one hinge for every 30 inches of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.
- D. Thresholds: Set thresholds for exterior doors and other doors indicated in full bed of sealant complying with requirements specified in Section 079200 "Joint Sealants."

- E. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they will impede traffic.
- F. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
 - 1. Do not notch perimeter gasketing to install other surface-applied hardware.
- G. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.
- H. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.

3.2 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

3.3 DOOR HARDWARE SCHEDULE

- A. Hardware Set 1:
 - 1. 1 EA Continuous Hinge SL18 628 Select 1 EA Mortise Privacy Lock L9496 09-611 P 06A 626 Schlage 1 EA Surface Closer 4111 SCUSH AL LCN 1 EA Kick Plate K1050 10" x 34" US32D Rockwood 1 EA Threshold 425 x 36" National Guard 1 EA Gasketing A626A x 36" x 84" National Guard 1 EA Sweep D608A x 36" National Guard.
- B. Hardware Set 2:
 - 1. 1 EA Continuous Hinge SL18 628 Select 1 EA Mortise Storeroom Lock L9080 P 06A 626 Schlage 1 EA Surface Closer 4111 REG AL LCN 1 EA Kick Plate K1050 10" x 34" US32D Rockwood 1 EA Wall Stop 409 US32D Rockwood 1 EA Threshold 425 x 36" National Guard 1 EA Gasketing A626A x 36" x 84" National Guard 1 EA Sweep D608A x 36" National Guard 1 EA Mortise Storeroom Lock L9080 P 06A 626 Schlage 1 EA Surface Closer 4111 REG AL LCN 1 EA Kick Plate K1050 10" x 34" US32D Rockwood 1 EA Wall Stop 409 US32D Rockwood 1 EA Threshold 425 x 36" National Guard 1 EA Gasketing A626A x 36" x 84" National Guard 1 EA Sweep D608A x 36" National Guard

END OF SECTION 087100

SECTION 092900 - GYPSUM BOARD**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes:
 - 1. Interior gypsum board.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings:
 - 1. Locations and installation of control and expansion joints, including plans, elevations, sections, and attachment details.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.4 FIELD CONDITIONS

- A. Environmental Limitations: Comply with ASTM C840 requirements or manufacturer's written instructions, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, moisture damaged, or mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS**2.1 SOURCE LIMITATIONS**

- A. Obtain each type of gypsum panel and joint finishing material from single source with resources to provide products of consistent quality in appearance and physical properties.

2.2 GYPSUM BOARD, GENERAL

- A. Size: Provide panel products in maximum lengths and widths available that will minimize joints in each area and that correspond with support system specified or indicated on Drawings.

2.3 INTERIOR GYPSUM BOARD

- A. Glass-Mat Interior Gypsum Board: ASTM C1658/C1658M; manufactured with fiberglass mat laminated to both sides and designed for interior use.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. USG Corporation
 - 2. Core: 5/8 inch, Type X.
 - 3. Mold Resistance: ASTM D3273, score of 10 as rated in accordance with ASTM D3274.
 - 4. Long Edges: Tapered.

2.4 TRIM ACCESSORIES

- A. Interior Trim: ASTM C1047.
 - 1. Material: Galvanized-steel sheet or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet.
 - 2. Shapes:
 - a. U-Bead: J-shaped; exposed short flange does not receive joint compound.
 - b. Expansion (control) joint.

2.5 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C475/C475M requirements.
 - 1. Mold-Resistant Joint Compound: Use mold-resistant formulations with mold-resistant panel products.
- B. Joint Tape:
 - 1. Interior Gypsum Board: Paper.
- C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.
 - 1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
 - 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.
 - a. Use setting-type compound for installing paper-faced metal trim accessories.
 - 3. Fill Coat: For second coat, use drying-type, all-purpose compound.
 - 4. Finish Coat: For third coat, use drying-type, all-purpose compound.

2.6 AUXILIARY MATERIALS

- A. Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.
- B. Steel Drill Screws: ASTM C1002 unless otherwise specified or indicated on Drawings.
- C. Thermal Insulation: As specified in Section 072100 "Thermal Insulation."

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION AND FINISHING OF PANELS, GENERAL

- A. Comply with ASTM C840 requirements.
- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- E. Form control and expansion joints with space between edges of adjoining gypsum panels.
- F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
 - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. in area.
 - 2. Fit gypsum panels around ducts, pipes, and conduits.
 - 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- wide joints to install sealant.
- G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch- wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- H. Wood Framing: Install gypsum panels over wood framing, with floating internal corner construction. Do not attach gypsum panels across the flat grain of wide-dimension lumber, including floor joists and headers. Float gypsum panels over these members or provide control joints to counteract wood shrinkage.

3.3 INSTALLATION OF INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
 - 1. Glass-Mat Interior Gypsum Board: At all locations.

3.4 APPLICATION OF JOINT TREATMENT MATERIALS

- A. Finishing Panel Products: Treat joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare panel surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints and damaged surface areas.
- C. Apply joint tape over panel joints, except for trim products specifically indicated as not intended to receive tape.
- D. Glass-Mat Faced Panels: Finish in accordance with manufacturer's written instructions.

3.5 PROTECTION

- A. Protect adjacent surfaces from joint compound and promptly remove from floors and other non-gypsum board surfaces. Repair surfaces stained, marred, or otherwise damaged during gypsum board installation and finishing.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

SECTION 099600 - HIGH-PERFORMANCE COATINGS**PART 1 - GENERAL****1.1 SUMMARY**

- A. Related Requirements:
 - 1. Section 071800 "Traffic Coatings" for general floor finish.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include preparation requirements and application instructions.
 - 2. Indicate VOC content.
- B. Product List: Cross-reference to coating system and locations of application areas. Use same designations indicated on Drawings and in High-Performance Coating Schedules. Include color designations and production runs (batch numbers).

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.4 FIELD CONDITIONS

- A. Apply coatings only when temperature of surfaces to be coated and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply coatings when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.
- C. Do not apply exterior coatings in snow, rain, fog, or mist.

PART 2 - PRODUCTS**2.1 HIGH-PERFORMANCE COATING PRODUCTS, GENERAL**

- A. High-Performance Coating Products: Subject to compliance with requirements, available products that may be incorporated into the Work include but are not limited to products listed in product types below and applicable exterior and interior high-performance coating schedule articles for the coating category indicated.
- B. Material Compatibility:
 - 1. Materials for use within each coating system must be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer based on testing and field experience.
 - 2. For each coat in a coating system, provide products recommended in writing by topcoat manufacturer for use in system and on substrate indicated.
- C. VOC Content: For field applications, verify paints and coatings comply with VOC

content limits of authorities having jurisdiction and the following VOC content limits:

- D. Colors: Indicated on drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Concrete: 12 percent.
 - 2. Masonry (Clay and CMUs): 12 percent.
 - 3. Gypsum Board: 12 percent. Verify that finishing compound is dry and sanded smooth.
- C. Verify suitability of substrates, including surface conditions and compatibility, with finishes and primers. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions applicable to substrates and coating systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing coating operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
- C. Clean substrates of substances that could impair bond of coatings, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce coating systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.
- E. Masonry Substrates: Remove efflorescence and chalk. Do not coat surfaces if moisture content, alkalinity of surfaces, or alkalinity of mortar joints exceeds that permitted in manufacturer's written instructions.
- F. Wood Substrates:
 - 1. Scrape and clean knots. Before applying primer, apply coat of knot sealer that is recommended in writing by topcoat manufacturer for coating system indicated.
 - 2. Sand surfaces that will be exposed to view and dust off.
 - 3. Prime edges, ends, faces, undersides, and backsides of wood.

4. After priming, fill holes and imperfections in the finish surfaces with filler that is recommended in writing by topcoat manufacturer for coating system indicated. Sand smooth when dried.

3.3 APPLICATION OF HIGH-PERFORMANCE COATINGS

- A. Apply coating system products in accordance with manufacturer's written instructions.
 1. Use applicators and techniques suited for coating and substrate indicated.
 2. Coat surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, coat surfaces behind permanently fixed equipment or furniture with prime coat only.
 3. Coat backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
 4. Do not apply coatings over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of the same material are to be applied. Tint undercoats to match color of finish coat but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.
- D. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.

3.4 CLEANING AND PROTECTION

- A. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- B. Protect work of other trades against damage from coating operation. Correct damage to work of other trades by cleaning, repairing, replacing, and recoating, as approved by Architect, and leave in an undamaged condition.
- C. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.

3.5 INTERIOR HIGH-PERFORMANCE COATING SCHEDULE, MASONRY SUBSTRATES

- A. CMU Substrates:
 1. Epoxy System for Wet Environments:
 - a. Block Filler: Epoxy block filler.
 - b. Intermediate Coat: Epoxy, matching topcoat.
 - c. Topcoat: Epoxy, gloss.

3.6 INTERIOR HIGH-PERFORMANCE COATING SCHEDULE, GYPSUM-BASED SUBSTRATES

- A. Gypsum Board and Plaster Substrates:

1. Epoxy System:
 - a. Prime Coat: Primer sealer, latex, interior.
 - b. Intermediate Coat: Epoxy, matching topcoat.
 - c. Topcoat: Epoxy, semigloss.

END OF SECTION 099600

SECTION 101423.16 - ROOM-IDENTIFICATION PANEL SIGNAGE**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section includes room-identification signs that are directly attached to the building.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For room-identification signs.
 - 1. Include fabrication and installation details and attachments to other work.
 - 2. Show sign mounting heights, locations of supplementary supports to be provided by other installers, and accessories.
 - 3. Show message list, typestyles, graphic elements, including raised characters and Braille, and layout for each sign at least half size.
- C. Samples for Initial Selection: For each type of sign assembly, exposed component, and exposed finish.
- D. Product Schedule: For room-identification signs. Use same designations indicated on Drawings or specified.

1.3 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Deterioration of finishes beyond normal weathering.
 - b. Deterioration of embedded graphic image.
 - c. Separation or delamination of sheet materials and components.
 - 2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS**2.1 PERFORMANCE REQUIREMENTS**

- A. Accessibility Standard: Comply with applicable provisions in the USDOJ's "2010 ADA Standards for Accessible Design" and ICC A117.1.

2.2 ROOM-IDENTIFICATION SIGNS

- A. Room-Identification Sign: Sign with smooth, uniform surfaces; with message and characters having uniform faces, sharp corners, and precisely formed lines and profiles; and as follows:
 - 1. Sign-Panel Perimeter: Finish edges smooth.
 - a. Edge Condition: Square cut.
 - b. Corner Condition in Elevation: As indicated on Drawings.
 - 2. Mounting: Surface mounted to wall with countersunk flathead through fasteners.

3. Text and Typeface: Accessible raised characters and Braille. Finish raised characters to contrast with background color, and finish Braille to match background color.

2.3 SIGN MATERIALS

- A. Aluminum Sheet and Plate: ASTM B209, alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated.
- B. Paints and Coatings for Sheet Materials: Inks, dyes, and paints that are recommended by manufacturer for optimum adherence to surface and are UV and water resistant for colors and exposure indicated.

2.4 ACCESSORIES

- A. Fasteners and Anchors: Manufacturer's standard as required for secure anchorage of signs, noncorrosive and compatible with each material joined, and complying with the following:
 1. Use concealed fasteners and anchors unless indicated to be exposed.
 2. For exterior exposure, furnish stainless-steel devices unless otherwise indicated.
 3. Sign Mounting Fasteners:
 - a. Through Fasteners: Exposed metal fasteners matching sign finish, with type of head indicated, and installed in predrilled holes.

2.5 FABRICATION

- A. General: Provide manufacturer's standard sign assemblies according to requirements indicated.
 1. Mill joints to a tight, hairline fit. Form assemblies and joints exposed to weather to resist water penetration and retention.
 2. Provide rabbets, lugs, and tabs necessary to assemble components and to attach to existing work. Drill and tap for required fasteners. Use concealed fasteners where possible; use exposed fasteners that match sign finish.

2.6 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.7 ALUMINUM FINISHES

- A. Baked-Enamel or Powder-Coat Finish: AAMA 2603 except with a minimum dry film thickness of 1.5 mils. Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.

PART 3 - EXECUTION**3.1 INSTALLATION**

- A. General: Install signs using mounting methods indicated and according to manufacturer's written instructions.
 - 1. Install signs level, plumb, true to line, and at locations and heights indicated, with sign surfaces free of distortion and other defects in appearance.
 - 2. Install signs so they do not protrude or obstruct according to the accessibility standard.
 - 3. Before installation, verify that sign surfaces are clean and free of materials or debris that would impair installation.
- B. Accessibility: Install signs in locations on walls as indicated on Drawings according to the accessibility standard.
- C. Mounting Methods:
 - 1. Through Fasteners: Drill holes in substrate using predrilled holes in sign as template. Countersink holes in sign if required. Place sign in position and flush to surface. Install through fasteners and tighten.

3.2 ADJUSTING AND CLEANING

- A. Remove and replace damaged or deformed signs and signs that do not comply with specified requirements. Replace signs with damaged or deteriorated finishes or components that cannot be successfully repaired by finish touchup or similar minor repair procedures.
- B. Remove temporary protective coverings and strippable films as signs are installed.
- C. On completion of installation, clean exposed surfaces of signs according to manufacturer's written instructions, and touch up minor nicks and abrasions in finish. Maintain signs in a clean condition during construction and protect from damage until acceptance by Owner.

END OF SECTION 101423.16

SECTION 102113.14 - STAINLESS STEEL TOILET COMPARTMENTS**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes:
 - 1. Stainless steel toilet compartments.
- B. Related Requirements:
 - 1. Section 102800 "Toilet, Bath, and Laundry Accessories" for accessories mounted on toilet compartments.

1.2 COORDINATION

- A. Coordinate requirements for overhead supports, blocking, reinforcing, and other supports to ensure that toilet compartments can be supported and installed as indicated.

1.3 ACTION SUBMITTALS

- A. Product Data:
 - 1. Stainless steel toilet compartments.
 - a. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for toilet compartments.
- B. Shop Drawings:
 - 1. Include plans, elevations, sections, details, and attachment details.
 - 2. Show locations of cutouts for compartment-mounted toilet accessories.
 - 3. Show locations of centerlines of toilet fixtures.
 - 4. Show locations of floor drains.
- C. Delegated Design Submittals: For grab bars mounted on toilet compartment panels, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
 - 1. Include structural design calculations indicating compliance with specified structural-performance requirements.

1.4 FIELD CONDITIONS

- A. Field Measurements: Verify actual locations of toilet fixtures, walls, columns, ceilings, and other construction contiguous with toilet compartments by field measurements, and coordinate before fabrication.

PART 2 - PRODUCTS**2.1 SOURCE LIMITATIONS**

- A. Obtain stainless steel toilet compartments from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Flame-Spread Index: 200 or less.
 - 2. Smoke-Developed Index: 450 or less.
- B. Regulatory Requirements: Comply with applicable provisions in the USDOJ's "2010 ADA Standards for Accessible Design" and ICC A117.1 for toilet compartments designated as accessible.

2.3 STAINLESS STEEL TOILET COMPARTMENTS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. ASI Global Partitions
 - 2. Bradley Corporation
- B. Toilet-Enclosure Style: Floor anchored.
- C. Entrance-Screen Style: Floor anchored.
- D. Door, Panel, and Pilaster Construction: Seamless, metal facing sheets pressure laminated to core material; with continuous, interlocking molding strip or lapped-and-formed edge closures; corners secured by welding or clips and exposed welds ground smooth. Exposed surfaces shall be free of pitting, seam marks, roller marks, stains, discolorations, telegraphing of core material, or other imperfections.
 - 1. Core Material: Manufacturer's standard sound-deadening honeycomb of resin-impregnated kraft paper in thickness required to provide finished thickness of 1 inch for doors and panels and 1-1/4 inches for pilasters.
- E. Facing Sheets and Closures: Stainless steel sheet of nominal thicknesses as follows:
 - 1. Pilasters, Braced at Both Ends: Manufacturer's standard thickness, but not less than 0.038 inch.
 - 2. Pilasters, Unbraced at One End: Manufacturer's standard thickness, but not less than 0.050 inch.
 - 3. Panels: Manufacturer's standard thickness, but not less than 0.031 inch.
 - 4. Doors: Manufacturer's standard thickness, but not less than 0.031 inch.
 - 5. Integral-Flange, Wall-Hung Urinal Screens: Manufacturer's standard thickness, but not less than 0.031 inch.
 - 6. Wedge-Shaped, Wall-Hung Urinal Screens: Manufacturer's standard thickness, but not less than 0.038 inch.
- F. Pilaster Shoes: Formed from stainless steel sheet, not less than 0.031-inch nominal thickness and 3 inches high, finished to match hardware.
- G. Pilaster Sleeves (Caps): Formed from stainless steel sheet, not less than 0.031-inch nominal thickness and 3 inches high, finished to match hardware.
- H. Brackets (Fittings):
 - 1. Stirrup Type: Ear or U-brackets; stainless steel.
- I. Stainless Steel Finish: Manufacturer's standard textured finish on exposed faces.

Protect exposed surfaces from damage by application of strippable, temporary protective covering before shipment.

2.4 HARDWARE AND ACCESSORIES

- A. Door Hardware and Accessories: Manufacturer's operating hardware and accessories.
 - 1. Hinges:
 - a. Manufacturer's gravity-actuated, cam-action, self-closing type that can be adjusted to hold doors open at any angle up to 90 degrees, allowing emergency access by lifting door.
 - 1) Material, Gravity-Type Hinge: Stainless steel Manufacturer's standard.
 - 2. Latch and Keeper: Manufacturer's surface-mounted latch unit designed for emergency access and with combination rubber-faced door strike and keeper. Provide units that comply with regulatory requirements for accessibility at toilet enclosures designated as accessible.
 - a. Material: Stainless steel.
 - 3. Coat Hook: Manufacturer's combination hook and rubber-tipped bumper, sized to prevent inswinging door from hitting compartment-mounted accessories.
 - a. Material: Stainless steel.
 - 4. Door Bumper: Manufacturer's rubber-tipped bumper at outswinging doors.
 - a. Material: Manufacturer's standard.
 - 5. Door Pull: Manufacturer's unit at outswinging doors that complies with regulatory requirements for accessibility. Provide units on both sides of doors at toilet enclosures designated as accessible.
 - a. Material: Stainless steel.
- B. Overhead Bracing: Manufacturer's standard continuous, extruded-aluminum head rail with antigrip profile and in manufacturer's standard finish.
- C. Anchorages and Fasteners: Manufacturer's standard exposed fasteners of stainless steel, finished to match items they are securing, with theft-resistant-type heads. Provide sex-type bolts for through-bolt applications. For concealed anchors, use stainless steel, hot-dip galvanized-steel, or other rust-resistant, protective-coated steel anchors compatible with related materials.

2.5 MATERIALS

- A. Stainless Steel Sheet: ASTM A240/A240M or ASTM A666, Type 304, stretcher-leveled standard of flatness.
- B. Stainless Steel Castings: ASTM A743/A743M.

2.6 FABRICATION

- A. Fabricate toilet compartment components to sizes indicated. Coordinate requirements and provide cutouts for through-partition toilet accessories and solid blocking within panel where required for attachment of toilet accessories.
- B. Overhead-Braced Units: Manufacturer's standard corrosion-resistant supports, leveling

mechanism, and anchors at pilasters and walls to suit floor and wall conditions. Provide shoes at pilasters to conceal supports and leveling mechanism.

- C. Floor-Anchored Units: Manufacturer's standard corrosion-resistant anchoring assemblies at pilasters and walls, with leveling adjustment nuts at pilasters for structural connection to floor. Provide shoes at pilasters to conceal anchorage.
- D. Door Size and Swings: Unless otherwise indicated, provide 36-inch- wide outswinging doors with a minimum 32-inch- wide clear opening for toilet enclosures designated as accessible.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for fastening, support, alignment, operating clearances, and other conditions affecting performance of the Work.
 - 1. Confirm location and adequacy of blocking and supports required for installation.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Comply with manufacturer's written installation instructions. Install units rigid, straight, level, and plumb. Secure units in position with manufacturer's recommended anchoring devices.
 - 1. Maximum Clearances:
 - a. Pilasters and Panels or Screens: 1/2 inch.
 - b. Panels or Screens and Walls: 1 inch.
 - 2. Stirrup Brackets: Secure panels or screens to walls and to pilasters with no fewer than three brackets attached at midpoint and near top and bottom of panel.
 - a. Locate wall brackets so holes for wall anchors occur in masonry or tile joints.
 - b. Align brackets at pilasters with brackets at walls.
- B. Overhead-Braced Units: Secure pilasters to floor and level, plumb, and tighten. Set pilasters with anchors penetrating not less than 1-3/4 inches into structural floor unless otherwise indicated in manufacturer's written instructions. Secure continuous head rail to each pilaster with no fewer than two fasteners. Hang doors to align tops of doors with tops of panels, and adjust so tops of doors are parallel with overhead brace when doors are in closed position.

3.3 ADJUSTING

- A. Hardware Adjustment: Adjust and lubricate hardware in accordance with hardware manufacturer's written instructions for proper operation. Set hinges on inswinging doors to hold doors open approximately 30 degrees from closed position when unlatched. Set hinges on outswinging doors to return doors to fully closed position.

END OF SECTION 102113.14

SECTION 102800 - TOILET, BATH, AND LAUNDRY ACCESSORIES**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes:
 - 1. Public-use washroom accessories.
 - 2. Childcare accessories.
 - 3. Custodial accessories.

1.2 COORDINATION

- A. Coordinate accessory locations with other work to prevent interference with clearances required for access by people with disabilities, and for proper installation, adjustment, operation, cleaning, and servicing of accessories.
- B. Deliver inserts and anchoring devices set into concrete or masonry as required to prevent delaying the Work.

1.3 ACTION SUBMITTALS

- A. Product Data: For each product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
 - 2. Include anchoring and mounting requirements, including requirements for cutouts in other work and substrate preparation.
 - 3. Include electrical characteristics.
- B. Product Schedule: Indicating types, quantities, sizes, and installation locations by room of each accessory required.
 - 1. Identify locations using room designations indicated.
 - 2. Identify accessories using designations indicated.
- C. Delegated Design Submittals: For grab bars.
 - 1. Include structural design calculations indicating compliance with specified structural-performance requirements.

1.4 CLOSEOUT SUBMITTALS

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

1.5 WARRANTY

- A. Manufacturer's Special Warranty for Mirrors: Manufacturer agrees to repair or replace mirrors that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, visible silver spoilage defects.
 - 2. Warranty Period: 10 years from date of Substantial Completion.
- B. Manufacturer's Special Warranty for Hand Dryers: Manufacturer agrees to repair or replace hand dryers that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Structural Performance: Design accessories and fasteners to comply with the following requirements:
 1. Grab Bars: Installed units are able to resist 250 lbf concentrated load applied in any direction and at any point.

2.2 PUBLIC-USE WASHROOM ACCESSORIES

- A. Source Limitations: Obtain each type of public-use washroom accessory from single source from single manufacturer.
- B. Toilet Tissue (Roll) Dispenser:
 1. Basis-of-Design Product: Subject to compliance with requirements, provide Vandal Stop Products: Two Roll Mini Jumbo Toilet Paper Holder with Protect Padlock or comparable product by one of the following:
 - a. Approved Equivalent
 2. Description: Double-roll dispenser.
 3. Mounting: Surface mounted.
 4. Capacity: Designed for 9-inch diameter tissue rolls.
 5. Material and Finish: Stainless steel, ASTM A480/A480M No. 4 finish (satin).
- C. Warm-Air Hand Dryer:
 1. Basis-of-Design Product: Subject to compliance with requirements, provide Pinnacle Dryers - PDC-R10 Recessed Mount Dryer or comparable product by one of the following:
 - a. Approved Equivalent
 2. Description: Standard-speed, warm-air hand dryer.
 3. Mounting: Recessed.
 - a. Protrusion Limit: Installed unit protrudes maximum 4 inches from wall surface.
 4. Operation: Infrared-sensor activated with timed power cutoff switch.
 5. Cover Material and Finish: Stainless steel, ASTM A480/A480M No. 4 finish (satin).
- D. Soap Dispenser:
 1. Basis-of-Design Product: Subject to compliance with requirements, provide Vandal Stop Products: Manual Liquid Foaming Soap Dispenser, model AA-SDS-PF-CDCR or comparable product by one of the following:
 - a. Approved Equivalent
 2. Description: Designed for manual operation and dispensing soap in lather form.

3. Mounting: Vertically oriented, surface mounted.
 4. Capacity: 1200 ml
 5. Materials: Stainless Steel
- E. Grab Bar:
1. Basis-of-Design Product: Subject to compliance with requirements, provide Bradley Heavy Duty Grab Bars or comparable product by one of the following:
 - a. Approved Equivalent
 2. Mounting: Flanges with concealed fasteners.
 3. Material: Stainless steel, 0.05 inch thick.
 - a. Finish: Smooth, ASTM A480/A480M No. 4 finish (satin).
 4. OD: 1-1/2 inches.
 5. Configuration and Length: As indicated on Drawings.
- F. Sanitary-Napkin Disposal Unit:
1. Basis-of-Design Product: Subject to compliance with requirements, provide Vandal Stop Products: Sanitary Waste Receptacle: VSP-SWR or comparable product by one of the following:
 - a. Approved Equivalent
 2. Mounting: Surface mounted.
 3. Door or Cover: Self-closing, disposal-opening cover.
 4. Receptacle: Removable.
 5. Material and Finish: Stainless steel, ASTM A480/A480M No. 4 finish (satin).
- G. Mirror Unit:
1. Basis-of-Design Product: Subject to compliance with requirements, provide Vandal Stop Products: Frameless Polished Stainless Steel Safety Mirror with Protective Layer: AA-PSM-PL or comparable product by one of the following:
 - a. Approved Equivalent
 2. Size: As indicated on Drawings.
- H. 14 Gallon Corner Trash Receptacle:
1. Basis-of-Design Product: Subject to compliance with requirements, provide Vandal Stop Products: Frameless Polished Stainless Steel Safety Mirror with Protective Layer: AA-PSM-PL or comparable product by one of the following:
 - a. Approved Equivalent
- I. Hook: Vandal Resistant
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ASI-American Specialties, Inc.
 - b. Bobrick Washroom Equipment, Inc
 - c. Bradley Corporation
 2. Description: Single-prong unit.
 3. Mounting: Concealed.

4. Material and Finish: Stainless steel, ASTM A480/A480M No. 4 finish (satin).

2.3 CHILDCARE ACCESSORIES

- A. Source Limitations: Obtain each type of childcare accessory from single source from single manufacturer.
- B. Diaper-Changing Station:
 1. Basis-of-Design Product: Subject to compliance with requirements, provide Koala Kare: KB310-SSWM Horizontal Stainless Steel Surface-Mounted Baby Changing Station or comparable product by one of the following:
 - a. Approved Equivalent
 2. Description: Horizontal unit that opens by folding down from stored position and with child-protection strap.
 - a. Engineered to support minimum of 250 lb static load when opened.
 3. Mounting: Surface mounted, with unit projecting not more than 4 inches from wall when closed.
 4. Material and Finish: Stainless steel, ASTM A480/A480M No. 4 finish (satin), with replaceable insulated polystyrene tray liner and rounded plastic corners.

2.4 CUSTODIAL ACCESSORIES

- A. Source Limitations: Obtain custodial accessories from single source from single manufacturer.
- B. Custodial Mop and Broom Holder:
 1. Basis-of-Design Product: Subject to compliance with requirements, provide Bradley, model 9984, or comparable product by one of the following:
 - a. Approved Equivalent.

2.5 MATERIALS

- A. Stainless Steel: ASTM A240/A240M or ASTM A666, Type 304, 0.031-inch- minimum nominal thickness unless otherwise indicated.
- B. Brass: ASTM B19, flat products; ASTM B16/B16M, rods, shapes, forgings, and flat products with finished edges; or ASTM B30, castings.
- C. Steel Sheet: ASTM A1008/A1008M, Designation CS (cold rolled, commercial steel), 0.036-inch- minimum nominal thickness.
- D. Galvanized-Steel Sheet: ASTM A653/A653M, with G60 hot-dip zinc coating.
- E. Galvanized-Steel Mounting Devices: ASTM A153/A153M, hot-dip galvanized after fabrication.
- F. Fasteners: Screws, bolts, and other devices of same material as accessory unit, unless otherwise recommended by manufacturer or specified in this Section, and tamper and theft resistant where exposed, and of stainless or galvanized steel where concealed.
- G. Chrome Plating: ASTM B456, Service Condition Number SC 2 (moderate service).
- H. Mirrors: ASTM C1503, Mirror Glazing Quality, clear-glass mirrors, nominal 6.0 mm thick.

2.6 FABRICATION

- A. General: Fabricate units with tight seams and joints, and exposed edges rolled. Hang doors and access panels with full-length, continuous hinges. Equip units for concealed anchorage and with corrosion-resistant backing plates.
- B. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of six keys to Owner's representative.

PART 3 - EXECUTION

3.1 INSTALLATION OF TOILET, BATH, AND LAUNDRY ACCESSORIES

- A. Install accessories in accordance with manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.
 - 1. Remove temporary labels and protective coatings.
- B. Grab Bars: Install to comply with specified structural-performance requirements.
- C. Shower Seats: Install to comply with specified structural-performance requirements.

END OF SECTION 102800

SECTION 104413 - FIRE PROTECTION CABINETS**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes:
 - 1. Fire-protection cabinets for the following:
 - a. Portable fire extinguisher.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For fire-protection cabinets.
 - 1. Include plans, elevations, sections, details, and attachments to other work.

1.3 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For fire-protection cabinets to include in maintenance manuals.

PART 2 - PRODUCTS**2.1 PERFORMANCE REQUIREMENTS**

- A. Fire-Rated Fire-Protection Cabinets: Listed and labeled to comply with requirements in ASTM E814 for fire-resistance rating of walls where they are installed.

2.2 FIRE-PROTECTION CABINET

- A. Fire-Protection Cabinet Type: Suitable for fire extinguisher.
- B. Cabinet Construction: Nonrated.
- C. Cabinet Material: Stainless steel sheet.
 - 1. Shelf: Same metal and finish as cabinet.
- D. Surface-Mounted Cabinet: Cabinet box fully exposed and mounted directly on wall with no trim.
- E. Cabinet Trim Material: Stainless steel sheet.
- F. Door Material: Stainless steel sheet.
- G. Door Style: Fully glazed panel with frame.
- H. Door Glazing: Acrylic sheet.
 - 1. Acrylic Sheet Color:
 - a. Clear transparent acrylic sheet.
 - 2. Acrylic Bubble Color: Clear, transparent.
- I. Door Hardware: Manufacturer's standard door-operating hardware of proper type for cabinet type, trim style, and door material and style indicated.
 - 1. Provide manufacturer's standard.

J. Accessories:

- 1. Mounting Bracket: Manufacturer's standard steel, designed to secure fire extinguisher to fire-protection cabinet, of sizes required for types and capacities of fire extinguishers indicated, with plated or baked-enamel finish.
- 2. Lettered Door Handle: One-piece, cast-iron door handle with the word "FIRE" embossed into face.
- 3. Door Lock: Cam lock that allows door to be opened during emergency by pulling sharply on door handle.
- 4. Identification: Lettering complying with authorities having jurisdiction for letter style, size, spacing, and location. Locate as indicated.
 - a. Identify fire extinguisher in fire-protection cabinet with the words "FIRE EXTINGUISHER."
 - 1) Location: Applied to cabinet door.
 - 2) Application Process: Silk-screened.
 - 3) Lettering Color: Red.
 - 4) Orientation: Vertical.
- 5. Alarm: Manufacturer's standard alarm that actuates when fire-protection cabinet door is opened and that is powered by batteries.

K. Materials:

- 1. Stainless Steel: ASTM A240/A240M or ASTM A666, Type 304.
 - a. Finish: ASTM A480/A480M No. 4 directional satin finish,.
- 2. Transparent Acrylic Sheet: ASTM D4802, Category A-1 (cell-cast sheet), 3 mm thick, with Finish 1 (smooth or polished).

2.3 FABRICATION

- A. Fire-Protection Cabinets: Provide manufacturer's standard box (tub) with trim, frame, door, and hardware to suit cabinet type, trim style, and door style indicated.

PART 3 - EXECUTION

3.1 INSTALLATION OF FIRE-PROTECTION CABINETS

- A. General: Install fire-protection cabinets in locations and at mounting heights indicated or, if not indicated, at heights acceptable to authorities having jurisdiction.
- B. Fire-Protection Cabinets: Fasten cabinets to structure, square and plumb.

3.2 ADJUSTING AND CLEANING

- A. Adjust fire-protection cabinet doors to operate easily without binding. Verify that integral locking devices operate properly.

END OF SECTION 104413

SECTION 104416 - FIRE EXTINGUISHERS**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section includes portable, hand-carried fire extinguishers.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include rating and classification, material descriptions, dimensions of individual components and profiles, and finishes for fire extinguisher.

1.3 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For fire extinguishers to include in maintenance manuals.

1.4 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace fire extinguishers that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Six years from date of Substantial Completion.

PART 2 - PRODUCTS**2.1 PERFORMANCE REQUIREMENTS**

- A. NFPA Compliance: Fabricate and label fire extinguishers to comply with NFPA 10, "Portable Fire Extinguishers."
- B. Fire Extinguishers: Listed and labeled for type, rating, and classification by an independent testing agency acceptable to authorities having jurisdiction.
 - 1. Provide fire extinguishers approved, listed, and labeled by FM Global.

2.2 PORTABLE, HAND-CARRIED FIRE EXTINGUISHERS

- A. Multipurpose Dry-Chemical Type in Steel Container: UL-rated 4-A:60-B:C, 10-lb nominal capacity, with monoammonium phosphate-based dry chemical in enameled-steel container.

PART 3 - EXECUTION**3.1 INSTALLATION**

- A. General: Install fire extinguishers in locations indicated and in compliance with requirements of authorities having jurisdiction.

END OF SECTION 104416

CITY OF SAULT STE. MARIE

NOTICE TO BIDDERS
FOR
UTILITY COORDINATION

C2AE

1 of 2

December 2024

a. Description. The contractor shall refer to the Michigan Department of Transportation 2020 Standard Specifications for Construction for the following subjects:

- Section 104.08, regarding cooperating and coordinating construction activities with the owners of utilities;
- Section 107.12 regarding protection of underground utilities; and
- Section 104.10 regarding contractor delay claims, resulting from a utility.

For protection of underground utilities and in conformance with Public Act 174 of 2013, the contractor shall dial 1-800-482-7171 or 811 a minimum of three full working days, excluding Saturdays, Sundays, and holidays prior to beginning each excavation in areas where public utilities have not been previously located. Members will thus be routinely notified. This does not relieve the contractor of the responsibility of notifying utility owners who may not be a part of the "Miss Dig" alert system.

b. Public Utilities. The following Public Utilities have facilities located within and/or adjacent to the project Right-of-Way:

<u>Type</u>	<u>Utility Name</u>	<u>Contact Name</u>	<u>Phone #</u>
Electric:	Cloverland Electric Co-op 2916 W. M-28 Dafer, MI 49724 jpaquette@cloverland.com	John Paquette	(906) 632-5140
Electric:	American Transmission Co. P.O. Box 6113 De Pere, WI 54115 mernst@atcllc.com	Matt Ernst	(920) 338-6573
Telecom:	AT&T 514 E Mitchell St Petoskey, MI 49770 JC7632@att.com	Jeff Collard	(586) 764-8260
Gas:	DTE Energy 1125 E. Easterday Sault Ste. Marie, MI 49783 Matthew.logan@dteenergy.com	Matt Logan	(231) 258-3785

Cable:	Charter – Spectrum 2682 Ashmun St Sault Ste. Marie, MI 49783 Craig.purple@charter.com	Craig Purple	(906) 440-1005
Water/Sewer	City of Sault Ste. Marie ktews@saultcity.com	Kirk Tews	(906) 632-3531

The Contractor shall coordinate work in the right-of-way or within the Park site with utility companies, if utilities are in conflict with the proposed work or if relocation is required. The Contractor is responsible for coordinating with utility companies in advance of construction and throughout construction to identify and address utility conflicts. No extension of time will be allowed for utility conflicts.

The owners of existing services facilities that are within grading structure limits will move them to locations designated by the Engineer or will remove them entirely from the Right-of-Way. Owners of Public Utilities will not be required by the City/Department to move additional poles or structures in order to facilitate the operation of construction equipment unless it is determined by the Engineer that such poles or structures constitute a hazard to the public or are extraordinarily dangerous to the Contractor's operations.

The provided utility information should be considered incomplete and coordination by the Contractor is required with all utility companies to determine conflicts and final relocations and adjustments.

CITY OF SAULT STE. MARIE
SPECIAL PROVISION
FOR
SLOPE RESTORATION, MODIFIED

C2AE

1 of 1

December 2024

a. Description. This work shall consist of grading topsoil areas that are disturbed during construction, placing topsoil, seeding, fertilizing, and mulch in accordance with Section 816 of the Michigan Department of Transportation Standard Specifications for Construction and as directed by the Engineer.

b. Materials. All materials shall be as specified in Section 816 of the MDOT 2020 Standard Specifications for Construction and the current supplemental specifications. Seed shall be Mixture THM and fertilizer shall be Class A.

c. Construction. The contractor shall perform **Slope Restoration, Modified** at the locations designated in the plans or as directed by the Engineer. The work of **Slope Restoration, Modified** shall consist of fine grading all disturbed areas outside of the roadway where disturbed by construction operations to Class A slopes, furnishing and placing topsoil, seed, fertilizer and mulch. Seed, fertilizer and mulch may be sown by hydroseeding or by the broadcast method. **Slope Restoration, Modified** shall be completed to the limits as shown on the drawings and at the rates in accordance with Section 816 of the 2020 Standard Specifications for Construction and the current supplemental specifications or as directed by the Engineer.

d. Measurement and Payment. The completed work as measured will be paid for at the contract unit price for the following contract item:

Pay Item	Pay Unit
Slope Restoration, Modified.....	Square Yard

Slope Restoration, Modified will be paid for at the contract unit price and shall include furnishing and placing Class A slopes, 4 inches of topsoil, Seed THM, chemical fertilizer nutrient Class A, mulch and mulch adhesive. No separate payment shall be made for these items. **Slope Restoration, Modified** will be measured and paid for in place by area in square yards.

CITY OF SAULT STE. MARIE

SPECIAL PROVISION
FOR
DEWATERING

C2AE

1 of 4

December 2024

a. Description. The work of **Dewatering** consists of all work related to installation, operation, and removal of dewatering systems necessary for construction.

1. Performance Requirements

A. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control groundwater flow into excavations and permit construction to proceed on dry, stable subgrades.

(1) Maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, that excavation does not flood, and that damage to subgrades and permanent structures is prevented.

(2) Prevent surface water from entering excavations by grading, dikes, or other means.

(3) Accomplish dewatering without damaging existing buildings adjacent to excavation.

(4) Remove dewatering system if no longer needed.

2. Submittals

A. Shop Drawings for Information: For dewatering system, show arrangement, locations, and details of wells and well points (if used); locations of headers and discharge lines; and means of discharge and disposal of water.

(1) Include layouts of piezometers and flow measuring devices for monitoring performance of dewatering system.

(2) Include a written report outlining control procedures to be adopted if dewatering problems arise.

B. Qualification Data; For Installer and professional engineer.

C. Photographs or videotape, sufficiently detailed, of existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by dewatering operations.

D. Record drawings at project closeout identifying and locating capped utilities and other subsurface structural, electrical, or mechanical conditions performed during dewatering.

(1) Note locations and capping depth of wells and well points.

3. Quality Assurance

A. Regulatory Requirements: Comply with water disposal requirements of authorities having jurisdiction.

B. Pre-installation Conference: Conduct conference at project site prior to installation.

4. Project Conditions

A. Project Site Information: A geotechnical report has been prepared for this project and is available for information only. The opinions expressed in this report are those of geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analysis conducted by geotechnical engineer. Owner will not be responsible for interpretations or conclusions drawn from this data.

(1) Make additional test borings and conduct other exploratory operations necessary for dewatering.

(2) The geotechnical report is included elsewhere in the Project Manual.

B. Survey adjacent structures and improvements, employing a qualified professional engineer or land surveyor, establishing exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.

(1) During dewatering, regularly resurvey benchmarks, maintaining an accurate log of surveyed elevations for comparison with original elevations. Promptly notify Engineer if changes in elevations occur or if cracks, sags, or other damage is evident in adjacent construction.

b. Construction.

1. Preparation

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.

(1) Prevent surface water and subsurface or groundwater from entering excavations, from ponding on prepared subgrades, and from flooding site and surrounding area.

(2) Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

B. Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

- (1) Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
2. Installation
- A. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface water controls.
- B. Before excavating below ground water level, place system into operation to lower water to specified levels. Operate system continuously until drains, sewers, and structures have been constructed and fill materials have been placed, or until dewatering is no longer required.
- C. Provide an adequate system to lower and control groundwater to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Install sufficient dewatering equipment to drain water-bearing strata above and below bottom of foundations, drains, sewers, and other excavations.
- (1) Do not permit open sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.
- (2) Use filters or other means to prevent pumping of fine sands or silts from the subsurface.
- D. Reduce hydrostatic head in water-bearing strata below subgrade elevations of foundations, drains, sewers, and other excavations.
- (1) Maintain piezometric water level a minimum of 24 inches below surface of excavation.
- E. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water in a manner that avoids inconvenience to others. Provide sumps, sedimentation tanks, and other flow control devices as required by authorities having jurisdiction.
- F. Provide standby equipment on-site, installed, and available for immediate operation, to maintain dewatering on a continuous basis if any part of system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, restore damaged structures and foundation soils at no additional expense to Owner.
- (1) Remove dewatering system from project site on completion of dewatering. Well abandonment shall be in accordance with Part 127, Act 368, PA 1978 and all State of Michigan requirements.
- G. Damages: Promptly repair damages to adjacent facilities caused by dewatering operations.

3. Observation Wells

A. Provide, take measurements, and maintain two (2) observation wells or piezometers, and additional observations wells as may be required by authorities having jurisdiction.

B. Observe and record daily elevation of groundwater and piezometric water levels in observation wells.

C. Repair or replace, within 24 hours, observation wells that become inactive, damaged, or destroyed. Suspend construction activities in areas where observation wells are not functioning properly until reliable observations can be made. Add or remove water from observation well risers to demonstrate that observation wells are functioning properly.

(1) Remove from project site on completion of dewatering. Well abandonment shall be in accordance with Part 127, Act 368, PA 1978 and all State of Michigan requirements.

c. Measurement and Payment. Payment for work described herein is included with the work to construct sanitary sewer, water main, and storm sewer items. No separate payment for Dewatering will be made.

CITY OF SAULT STE. MARIE
SPECIAL PROVISION
FOR
EXCAVATION, ROCK, MODIFIED

C2AE

1 of 1

December 2024

a. Description. The work of Excavation, Rock, Modified consists of excavating rock or cemented soils that do not soften when wet or that cannot be removed without use of a ripper or other special equipment. Perform this work in accordance with the MDOT 2020 Standard Specifications for Construction and this Special Provision.

b. Materials. Provide materials in accordance with Sections 902 and 910 of the MDOT 2020 Standard Specifications for Construction.

c. Construction. All work must be in accordance with applicable sections of the Standard Specifications as required to achieve proposed cross sections. In addition, the following items will be required:

1. Submittals.

A. Pre-construction Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by earth moving operations. Submit before earth moving begins.

Measurement and Payment. The completed work as described will be measured and paid for at the contract unit price using the following contract items (pay items).

Pay Item	Pay Unit
Excavation, Rock, Modified	Cubic Yard

Excavation, Rock, Modified will be measured as detailed in Section 205.04.C of the MDOT 2020 Standard Specifications for Construction with the following modification: Measurement and payment for the removal or overburden material will be considered incidental to the construction of sanitary sewer, sewer, and water main and will not be paid for separately. The quantity of Excavation, Rock, Modified is an estimated allowance.

CITY OF SAULT STE. MARIE

SPECIAL PROVISION
FOR
TRANSPLANTING TREES

C2AE

1 of 2

December 2024

a. Description. This work consists of removing, salvaging and transplanting existing trees in accordance the details and at the location on the plans. Trees shall be transplanted by tree spade or as specified by the Engineer and under the direct supervision of a certified arborist provided by the Contractor. Perform this work in accordance with the MDOT 2020 Standard Specifications for Construction (MDOT Standards) and this Special Provision.

b. Construction. Use machinery in good condition with minimum tolerance between cutting blades. All blades shall be true and free of bends which interfere with normal operation. The tree spade shall be mounted on a suitably stable machine capable of supporting the mass of all dug materials and shall be heavy enough to force all blades into the soil to the proper depth. Pits to receive machine transplanted trees shall be dug with machines of like size to digging spade and shall be of equivalent size and depth of the machine dug tree ball.

1. Scope of Work.

- a. Trees with 6 in. or less caliper shall be moved with a minimum 60 in. mechanical tree spade.
- b. Trees between 6 and 10 in. caliper shall be moved with a minimum 90 in. mechanical tree spade.
- c. Trees larger than 10 in. caliper shall be moved with equipment of a larger size approved by the Engineer.
- d. In the event a tree spade cannot be utilized, request written approval from the Engineer to relocated tree by hand digging. Trees hand dug shall have rootballs generally circular, with a minimum diameter of 5 ft. and a minimum depth of 3 ft.
- e. Locate all underground utilities prior to beginning transplant operations.
- f. Water and maintain the trees after transplanting according to Section 815.03.I of the MDOT Standards .

2. Pruning.

- a. Before digging, remove limbs within 24 in. of the soil line. Prune any limbs that may interfere with the operation of the tree spade. Prune in accordance with the International Society of Arboriculture standards.
 - i. Remove cross-branches and branches that detract from the normal shape

of the tree.

ii. Remove all dead wood.

b. Keep pruners and pruning saws sharp, clean and properly adjusted to ensure proper cuts. Anvil type pruners or loppers will not be acceptable pruning equipment.

3. Digging, Transporting, and Planting.

- a. Trees shall be centered in the machine when dug. Observe caution to prevent damage to the tree branches and trunks while backing onto or driving away from the tree.
- b. Roots protruding from the digging spades shall be cut flush with the rootball before planting.
- c. Trucks transporting the trees shall be equipped with automatic transmissions.
- d. Trees shall be dug and transplanted within 48 hours. Maintain trees prior to transplanting according to MDOT Standards Section 815.03.E.
- e. Plant trees in new locations according to Section 815 of the MDOT Standards.

4. **Tree Replacement.** Contractor shall promptly replace any tree(s) rejected by the Engineer in the event any tree dies or shows severe shock due to poor transplanting methods and/or failure to follow watering and maintenance requirements. Replace trees with identical species of the same size as the rejected plant. Tree replacement shall be at the discretion of the Engineer and will not result in any additional cost to the Owner.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Tree, Transplanted	Each

Tree, Transplanted includes furnishing and operating all equipment; and for all labor, tools, materials, specialized personnel, and incidentals necessary to complete the work.

CITY OF SAULT STE. MARIE

SPECIAL PROVISION
FOR
SANITARY SEWER

C2AE

1 of 11

December 2024

a. Description. The work of Sanitary Sewers consists of furnishing all labor, equipment, and materials required for the installation of all sanitary sewers and appurtenances as shown on the plans and specified herein, including testing.

1. References

A. ASTM C 425 – Standard Specification for Compression Joints for Vitrified Clay Pipe and Fittings

B. ASTM D 1248 – Standard Specification for Polyethylene Plastics Extrusion Materials for Wire and Cable

C. ASTM D 3034 – Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings

D. ASTM D 3212 – Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals

E. ASTM F 1417 – Standard Practice for Installation Acceptance of Plastic Non-Pressure Sewer Lines using Low Pressure Air

F. ANSI/AWWA C151/A21.51 – Ductile Iron Pipe Centrifugally Cast, for Water

G. ANSI/AWWA C111/A21.11 – Rubber-Gasket Joints for Ductile Iron Pressure Pipe and Fittings

H. ANSI/AWWA C105/A21.5 – Polyethylene Encasement for Ductile Iron Pipe Systems

2. Submittals: Submit detailed material lists and specifications for all sanitary sewer system materials to the Engineer for review.

b. Materials. All sanitary sewer system materials must be new and meet the requirements of the standard specifications, and the following. A single type pipe material must be used in each sewer reach. Changing of pipe materials in a sewer reach (manhole to manhole) will not be allowed.

1. Sanitary Sewer: Six-inch (6”) through fifteen-inch (15”) diameter sanitary sewer must be Polyvinyl Chloride (PVC) or Ductile-Iron (D.I.) in accordance with the following.

A. Polyvinyl Chloride (PVC) Pipe:

(1) Polyvinyl Chloride (PVC): Conform to ASTM D3034.

(2) Minimum pipe wall thickness must be SDR 26.

(3) All pipes must have a "home" mark.

(4) Pipe joints must be of the elastomeric gasket push-on type conforming to ASTM D3212.

(5) Repairs or cut-ins on PVC pipe shall be made with matching SDR gasketed PVC repair couplings as manufactured by GPK or equal.

B. Ductile-Iron (D.I.): Ductile iron pipe shall be American, Clow, Tyler-Union, US Pipe or Griffin pipe manufactured in the United States or Canada. No other manufacturers or countries of origin will be allowed. Conform to AWWA/ANSI C151/ A21.51.

(1) Use pipe class as noted on the drawings.

(2) All pipe must have a "home" mark.

(3) Pipe joints must be mechanical joints or push-on joints meeting ANSI A21.11.

(4) Pipe lining must meet the following requirements. Cement lined: conforming with AWWA C151/ANSI A21.51

(5) Exterior Coating: Bituminous, 1 mil thick.

(6) Polyethylene Encasement: encased with black, 8 mil polyethylene to conform to ANSI/AWWA C105/ A21.5.

2. Fittings: All pipe size transitions for gravity sewer must occur in manhole structures. Other pipe connections within each reach must be made with standard manufactured fittings in accordance with the following.

A. Polyvinyl Chloride (PVC): Full fittings in accordance with ASTM 3034 for pipe wall thickness of SDR 26. Joints must meet ASTM D3212. Make service lateral connections with standard wye fittings. Tees or tee-wyes, and saddles cannot be used.

B. Ductile-Iron (D.I.): AWWA C110, ductile iron standard pattern or AWWA C153, ductile-iron compact pattern mechanical joint with AWWA C111, ductile-iron glands rubber gaskets, and ASTM A242-81 "cor-ten" steel bolts. Ductile iron fittings may be coated with 6-8 mil nominal thickness fusion bonded epoxy conforming to ANSI/AWWA C550 and C116/A21.16 Standard manufactured fittings in accordance with ANSI A21.10 for mechanical joints and push-on joints. Fittings must be lined and have the standard exterior bituminous coating. Make service lateral connections with tee fittings. Plugs must be iron or plastic suitable for air testing.

C. Connections of Dissimilar Pipe Materials: Utilize one of the following methods:

(1) Standard Adapters: Manufacturer's standard adapter with joints conforming to the above specifications.

(2) Couplings: Elastomeric coupling complete with 300 series stainless steel tension bands conforming to ASTM C425. Couplings must be Fernco Flexible Couplings or Logan Clay Products Company. Eccentric couplings shall be utilized where connecting different size service laterals only, and rotated to maintain flowline.

D. Changes in Pipe Sizes: Use standard smooth flow increasers or reducers. Utilize eccentric couplings to match flow lines in service laterals only. All mainline sewer size transitions for gravity sewer must occur in manhole structures.

E. Lubricants: All lubricants for the making of pipe joints must conform to the recommendations of the pipe manufacturer.

3. Cleanouts

A. PVC Cleanouts: PVC body with PVC threaded plug. Include PVC sewer pipe fitting and riser to cleanout of same material and class as sewer piping.

(1) Manufacturers:

(a) Canplas Inc.

(b) IPS Corporation.

(c) NDS Inc.

(d) Plastic Oddities, Inc.

(e) Sioux Chief Manufacturing Company, Inc.

(f) Zurn Light Commercial Specialty Plumbing Products; Zurn Plumbing Products Group.

4. Sanitary Sewer Manholes: Sanitary sewer manholes must be precast concrete conforming to the details on the plans. Joints between the pipe and the manhole must be as detailed on the plans.

A. Standard Precast Concrete Manholes: ASTM C 478 round (and/or ASTM C 913 rectangular if called for on the Drawings), precast, reinforced concrete, of depth indicated on the Drawings or listed in the Bid Form, with provision for sealant joints.

(1) Diameter: as noted on the Drawings with 48-inch minimum.

(2) Ballast: Increase thickness of precast concrete sections or add concrete to base section, as required to prevent flotation.

- (3) Base Section: 6-inch for 48" manhole and 8" for 60" to 84" manhole, minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section, and having separate base slab or base section with integral floor.
- (4) Flow Channel: Formed and cast-in-place concrete flow channel to top of pipe level as detailed on the Drawings or pre-cast concrete modular channel block with cast-in-place concrete apron. Factory or field formed from concrete. Portland cement design mix, 4000 psi minimum, with 0.45 maximum water/cementitious materials ratio. Include channels and benches in manholes.
- (a) Channels: Concrete invert, formed to same width as connected piping, with height of vertical sides to top of pipe diameter. Form curved channels with smooth, uniform radius and slope. Invert Slope: 2 percent through manhole.
- (b) Benches: Concrete, sloped to drain into channel. Slope: 4 percent.
- (5) Riser Sections: 4-inch minimum thickness, and of length to provide depth indicated.
- (6) Top Section: Eccentric-cone type, unless concentric-cone or flat-slab-top type is indicated. Top of cone of size that matches grade rings.
- (7) Joint Sealant: ASTM C 990, bitumen or butyl rubber.
- (8) Resilient Pipe Connectors: ASTM C 923, cast or fitted into manhole walls, for each pipe connection.
- (9) Steps: Individual cast iron steps or ASTM A 615/A 615M, deformed, 1/2-inch steel reinforcing rods encased in ASTM D 4101, PP, minimum 10" wide and designed to prevent lateral slippage off the step. Cast or anchor steps into sidewalls at 12- to 16-inch intervals. Omit steps if total depth from floor of manhole to finished grade is less than 40 inches.
- (10) Grade Rings: Reinforced-concrete rings, 6- to 9-inch maximum total thickness, to match diameter of manhole frame and cover. Silt wrap chimney as noted on the Drawings.
- (11) Manhole Frames and Covers: 24" minimum access diameter (clear opening), heavy duty, cast iron, solid self-sealing for sanitary sewers, East Jordan Iron Works (EJIW) 1045 or Neenah R-1642. Bolt down watertight covers shall be EJIW 1045 with watertight base flange or Neenah R-1916-F.
- B. Ballast and Pipe Supports: Portland cement design mix, 3000 psi minimum, with 0.58 maximum water/cementitious materials ratio.
- (1) Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
- (2) Reinforcement Bars: ASTM A 615/A 615M, Grade 60, deformed steel.
- C. Chemical Grout: Use an EPA approved type for sealing minor joint leaks.

5. Sanitary Manhole Castings: Conform to Section 403 of the Standard Specifications and the details contained on the Construction Drawings.

6. Marking: All pipe, fittings and appurtenant items furnished to the job site must be marked in accordance with the applicable specification. Any unmarked materials are subject to rejection by the Engineer.

7. Pipe Bedding and Backfill Materials: Conform to the Michigan Department of Transportation Standard Plan R-83 (Series) Utility Trenches.

c. Construction.

1. Sanitary Sewer Piping

A. Installation, including sanitary sewers and their appurtenances, must be in accordance with the following.

(1) Install ductile-iron, gravity sewer piping according to ASTM A 746.

(2) Install ductile-iron and special fittings according to AWWA C600 or AWWA M41.

(3) Install PVC sewer piping according to ASTM D 2321 and ASTM F 1668.

(4) Install PVC profile gravity sewer piping according to ASTM D 2321 and ASTM F 1668.

(5) Install reinforced-concrete sewer piping according to ASTM C 1479 and ACPA's "Concrete Pipe Installation Manual."

(6) General: Handling, storage, installation, and the making of joints must strictly follow the manufacturer's recommendations. Protect plastic and rubber materials affected by ultraviolet rays including all PVC products from direct sunlight. Material handling during cold weather must take into account increased brittleness of plastic materials. Pipe which is warped or bowed due to temperature variations such that the deviation from straightness is greater than one inch cannot be installed.

(7) Grade and Alignment: All sewers must be laid utilizing an "in line" laser for vertical and horizontal control. Vertical and horizontal alignment of the invert, at any point, must be within plus or minus 0.04 feet (1/2 inch) of plan elevation and line. 6" sanitary lateral longer than 60 feet shall be positioned by use of a laser.

(8) Install piping with 7-foot minimum cover unless otherwise noted. Where cover is limited by other factors, foam board insulation shall be installed above pipe at a rate of 1" per foot of cover needed.

(9) Cutting of Pipe: Use full lengths of pipe whenever feasible. Use methods as recommended by the manufacturer, for cutting of pipe where required. Utilize tools and equipment as required to provide a neat, perpendicular cut without damage to the pipe or coatings. Remove all burrs. Bevel spigot ends of cut pipe similar to factory

beveling. If field cutting or coring of pipes exposes any bare metal surface, cover the surface with an epoxy coating.

(10) Laying of Sewer: Inspect each pipe before placing in the trench. Joint surfaces must be free of earth or frozen matter. Lay pipe with bell ends upgrade to line/grade as called for on the plans. The line/grade of each pipe as laid must be checked by the Contractor. Lay pipe from the low end of the sewer upgrade. The use of brick, lumps of clay, wood, etc., to bring the pipe to grade will not be permitted.

(11) Joints: Make in strict accordance with the manufacturer's recommendations utilizing the recommended lubricant. Wood blocks or other approved materials must be used to protect the pipe and fitting ends from pry bars, chains, etc. with particular care taken with plastic materials. Push closed to the "home" position and if joints do not remain tightly closed, the pipes must be replaced.

(12) Final Line and Grade: After the pipe is laid, take care in backfilling and other operations so as not to disturb its line, grade, or joint. Misalignment will be cause for rejection of the sewer.

(13) Pipe Bedding and Backfill Materials: Conform to the Michigan Department of Transportation Standard Plan R-83 (Series), Utility Trenches.

(14) Pipe Encasement: In areas of aggressive soils, such as peat, encase ductile iron pipe in a polyethylene encasement meeting ASTM D 4397, with at least 8-mil thickness.

(15) Connections to Live Sewers: When connections are made with sewers carrying sewage or water, special care must be taken that no part of the work is built underwater; a flume or dam must be installed and pumping maintained if necessary and the new work kept dry until completed and any concrete or grout has set.

(16) Interruption of Existing Sanitary Sewerage Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:

(a) Notify Engineer and Owner no fewer than five days in advance of proposed interruption of service.

(b) Do not proceed with interruption of service without Engineer's written permission.

(17) Sanitary Sewer/ Potable Water Separation: Contractor shall maintain 18" clearance between sanitary sewer/lateral and potable water main/services at crossings and 10' horizontal separation. Deviation from separation minimum shall require Engineer written approval and at a minimum, stepped trenches (water 12" higher) and AWWA SDR 18 150 psi min. Pressure rated sewer pipe and fittings. Deviation also requires prior EGLE Water Division and/or local health department approval before implementation.

(18) Well Separation: Gravity sanitary sewer/lateral installed within 50' of a drinking water well shall be of AWWA C900 SDR 18 150 psi min. pressure rated pipe and fittings. Minimum isolation distance between gravity sanitary sewer/lateral (with AWWA SDR 18 150 psi rated pipe and fittings) and drinking water well is 10'. Minimum isolation distance between sanitary force main and drinking water well is 50'. Deviation also requires prior EGLE Water Division and/or local health department approval before implementation.

2. Sanitary Sewer Manholes:

A. Manhole Installation: Must be in accordance with the plans and the Standard Specifications. Install manholes complete with appurtenances and accessories indicated.

(1) Install precast concrete manhole sections with sealants according to ASTM C 891.

(2) Set tops of frames and covers 3/8" below finished surface for manholes that occur in pavements. Set tops 6-inches below finished grade in gravel surface areas. Set tops 3-inches above finished surface elsewhere, unless otherwise indicated.

(3) In asphalt paved areas manhole rims shall be adjusted to grade after leveling course and before wearing course of pavement is placed.

B. Make connections to existing piping and underground manholes.

(1) Use commercially manufactured wye fittings for piping branch connections. Encase wye and riser pipe in concrete when shown on the Drawings.

(2) Protect existing piping and manholes to prevent concrete or debris from entering while making tap connections. Remove debris or other extraneous material that may accumulate.

3. Service Lateral Installation:

A. General: Install to the property line or length as shown on the construction drawings. The location of the service lateral must be as shown, or when serving an existing building, to the location designated by the building owner. Where an existing service lead is to be connected, the Contractor must locate the lead. No laterals are to discharge on the manhole bench. Service lateral connections to manholes shall be treated as mainline sewer with connection within 24" of, and discharging to, the flow channel.

B. Marking: Mark the end of each service lateral with a 4 x 4 of sufficient length to extend from the service lateral to 12 inches above grade, unless otherwise noted on the plans.

C. Record of Locations: The Contractor must record and submit to the Owner and the Engineer a location sketch of the service lateral fitting measured upstream from the nearest manhole and record the location of the terminus of the service lateral with a minimum of two witness measurements to permanent physical features, building corners, etc. Any services not readily located within one year after date of final payment due to

inaccurate as-built measurements must be field located by the Contractor at no expense to the Owner.

D. Risers: Where sanitary sewers are constructed deeper than 12 feet, construct service risers as shown in the standard detail. Construct risers such that the service lateral is 11 feet deep at the property line. When main sanitary sewers are less than 12 feet deep, no riser is required and the lateral must be constructed at a slope such that the service lead is 11 feet deep at the property line, if feasible. Construct the six-inch service laterals at a minimum slope of 1.00 %. Install lateral fittings with the branch connection tilted up 45 degrees.

E. Service Lateral Inspection: All service lateral pipes must be left with at least the top of the pipe exposed until inspected by the Owner or his representative and authorization for backfill given.

4. Sanitary Sewer Cleanouts:

A. Install cleanouts and riser extensions from sewer pipes to cleanouts at grade. Install piping so cleanouts open in direction of flow in sewer pipe.

(1) Use heavy-duty, top-loading classification cleanouts for areas subject to traffic when shown on the Drawings.

(2) Set heavy duty cleanout frames and covers in earth in cast-in-place-concrete block, 18 by 18 by 8 inches deep.

(3) Set cleanout frames and covers in concrete pavement with tops flush with pavement surface.

(4) Set medium duty frames and covers flush with surrounding surface.

B. Removal of Unsuitable Material: Whenever any pipe section, fitting or appurtenance is found to be unsuitable for installation due to specification nonconformance, poor workmanship, damage, or any other reason, it must be removed from the construction site during that working day by the Contractor. Any material not so removed will be painted or otherwise marked by the Engineer to prevent its subsequent use.

5. Back-Flow Prevention:

A. Contractor shall provide and install backflow prevention assembly on the 6 inch sanitary sewer service line as shown on the plans and as detailed herein. Backflow valve to be Deep-Bury ProCheck Backwater Valve by Sioux Chief (City of Sault Ste. Marie standard backflow valve).

B. The backflow prevention assembly (pvc) shall include all items required to provide a complete and operational backflow prevention system, including but not limited to, the valve body, lower deep-bury adaptor, flapper, carrier, deep bury handle (not by Sioux Chief), deep bury extension (not by Sioux Chief), upper deep-bury adaptor and valve lid.

6. Closing Abandoned Sanitary Sewerage Systems:

A. Abandoned Piping: Close open ends of abandoned underground piping indicated to remain in place. Include closures strong enough to withstand hydrostatic and earth pressures that may result after ends of abandoned piping have been closed.

(1) Close open ends of piping with at least 8-inch thick, brick masonry bulkheads.

(2) Flush full with flowable fill.

(a) Flowable fill shall be a mixture of Portland cement thoroughly mixed with mortar sand, and fly ash, as permitted by Engineer, with sufficient water to permit steady flow through grout pipes. Use either Type I or IA Portland cement conforming to section 901 of the MDOT 2020 Standard Specifications for Construction and Class F or C fly ash as specified by ASTM C 618 except that there is no limit on loss on ignition. Use 2NS material for fine aggregate.

(b) Produce a mix of cement, fly ash, sand and water in the following proportions.

Portland Cement	50 lb/cyd
Fly Ash	500 lb/cyd
Sand	2850 lb/cyd
Water	approx. 376 lb/cyd (sufficient to produce desired flowability)

(3) Remove a downstream section of sewer prior to pipe plugging where future potential leakage would provide cross-connection between sanitary and storm piping.

(4) Backfill with compacted granular material or flowable fill.

B. Abandoned Manholes: Excavate around manhole as required and use either procedure below:

(1) Remove manhole and close open ends of remaining piping.

(2) Remove top of manhole down to at least 36 inches below final grade.

(3) Fill to within 8 inches of final grade with compacted granular material.

C. Removing Manholes or Catch Basins: Completely remove and dispose of off site. Bulkhead all un-used pipe openings and backfill with compacted granular material.

7. Sanitary Sewer Testing:

A. General: Upon completion of installation of the sanitary sewer and appurtenances, furnish all apparatus, materials, and labor required to perform the pressure tests in accordance with the following.

(1) Pre-test Procedures: Clean the sanitary sewers.

(2) Preliminary Tests: Perform preliminary test(s). Any defects must be corrected and the test(s) rerun until the results are satisfactory.

(3) Final Tests: Conduct in the presence of the Engineer, who must receive 24 hours notice prior to testing. If it is necessary for the Engineer to observe more than one test on any section of sanitary sewer, the Contractor will be liable for the additional cost involved for observation of subsequent tests.

B. Air Testing: Utilize the Time-Pressure Drop Method in accordance with the following.

(1) Polyvinyl Chloride (PVC): ASTM F1417

(2) Ductile-Iron (D.I.): ASTM F1417

(3) If the section of sanitary sewer to be tested includes more than one pipe size (i.e. lateral connections), calculate the test time for each size and add the test times to arrive at the total test time for the section.

(4) To the extent possible, all sanitary sewers will be air tested prior to service. Where the installation of new sanitary sewer requires removal of the existing sewer and immediate connection of services, the air testing requirement will be waived. Full time inspection by Engineer during construction, TV inspection and mandrel testing will still be required.

C. PVC Deflection Test: The completed installation of PVC sewers must at no point have out-of-round pipe deflections greater than 5.0%. Perform deflectometer or go nogo gauging tests prior to acceptance of sewers. Conduct the test after the final backfill has been in place at least 30 days.

D. TV Inspection: All new sanitary sewers must be visually inspected in accordance with the Special Provision for Sewer Line Cleaning and Televising – (PACP) after all services leads are connected, manhole flow channels are poured, manhole castings are adjusted to final grade, and all other work which connects to the sewer is completed. The inspection will verify that the sewer is clear of all debris and that no damage has occurred to the sewer. All debris found by the TV inspection must be removed and the reach inspected again at no additional cost to the Owner.

(1) Engineer shall be given opportunity to supervise taping and view recording.

(2) Work includes cleaning of sewers prior to video recording.

(3) Recording shall be on continuous running audio video DVD in mp4 format.

(4) Inspection shall be performed at a speed that allows careful examination of joints, wyes, and pipe defects or infiltration points. Wyes and defects shall be precisely located through continuously recording stationing from downstream manhole and also recorded on a written log of the entire inspection.

E. Correction of Defective Work: Whenever any of the above test or inspections indicates defective material or installation, the Contractor must repair and retest the

section to the satisfaction of the Engineer at no cost to the Owner. The use of chemical grouts will be limited to the repair of minor joint leaks and cannot be used without the specific written approval of the Engineer. Any pipe or fitting having structural damage must be removed and replaced. Any PVC sewer with deflection in excess of the 5.0% limitation must be re-excavated, inspected for structural damage, and then rebedded, backfilled and retested.

F. Construction Record Drawings: The Contractor will prepare construction record plans for the project.

d. **Measurement and Payment.** The completed work as described will be measured and paid for at the contract unit price for the following contract items (pay items):

Pay Item	Pay Unit
Sanitary Structure, Tap, 6inch	Each
Sanitary Sewer, Serv Lead, PVC, 6 inch	Foot
Sanitary Sewer Cleanout, 6 inch.....	Each
Sanitary Sewer Backflow Preventor Assembly, 6 inch	Each

Sanitary Sewer, Serv Lead of the type, size, and trench detail B2 will be measured in place, by length in feet, along the centerline of the pipe, from center of manhole to building. **Sanitary Sewer, Serv Lead** includes bracing or sheeting, testing, 2" thick by 4ft wide rigid insulation over all pipe as specified on the drawings and all other miscellaneous items. Payment for all labor, equipment, and materials necessary to remedy an unsatisfactory test, including removing and replacing any backfill, all wyes and fittings, will be included in the contract unit price for **Sanitary Sewer, Serv Lead**.

Dewatering operations (trench and/or pipe) for sanitary sewer installation will not be paid for separately, but will be included in the contract unit price for **Sanitary Sewer, Serv Lead**.

The cost of excavation, disposal of excess material, and furnishing, placing and compacting backfill will be included in the contract unit price for **Sanitary Sewer, Serv Lead**.

Sanitary Structure, Tap of the size specified will be measured in place by each. **Sanitary Structure, Tap** includes coring the manhole, installing a rubber boot and completing all miscellaneous appurtenant work necessary for complete connection to the existing sanitary manhole.

Sanitary Sewer Cleanout will be measured in place by each. **Sanitary Sewer Cleanout** includes the wye fittings, bends, pipe and cap, rcp pipe riser and cover as shown on the plans and specified herein.

Sanitary Sewer Backflow Preventor Assembly will be measured in place by each. **Sanitary Sewer Backflow Preventor Assembly** includes the wye fitting, bends, pipe and cap, pipe risers and covers as shown on the plan details and specified herein.

CITY OF SAULT STE. MARIE

SPECIAL PROVISION
FOR
DECORATIVE STONE AND LANDSCAPE FABRIC

C2AE

1 of 1

December 2024

a. Description. This work consists of providing and installing decorative stone mulch and landscape fabric in planting beds as shown on the plans.

b. Materials. Utilize gray decorative stone mulch and black landscape fabric.

Furnish stone chips (approximately gold ball size) that are gray to black in color from one of the following sources or an approved equal:

Slate Chips, Hammond Farms, 1070 W. Clark Rd., Dewitt, MI 48820, (517) 668-0788.

Decorative Aggregate, SiteOne Landscape Supply, 1601 Standish Ave. Unit 2, Petoskey, MI 49770, (231) 487-1087.

Furnish new landscape fabric that is black in color, nonwoven polypropylene, 5 ounce, needle punched, and UV stabilized. Ensure fabric is 98.7 percent opaque to light and has a minimum flow rate of 6 gallons per minute per square foot (gpm/ft²). Submit manufacturer's general certification and a minimum 12 inch by 12 inch sample to the Engineer for approval prior to delivery.

c. Construction. Use construction methods in accordance with the standard specifications, as directed by the Engineer and as modified herein.

Following completion of proposed sidewalk, plantings and other items of work, including backfill, install landscape fabric and decorative stone mulch in a uniform layer over the planting bed. Place new landscape fabric parallel to planting bed edge, sidewalk or curbs, minimizing seams. Overlap adjacent landscape fabric 6 inches minimum and secure with stakes in accordance with the manufacturer's recommendations.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract price using the following pay items:

Pay Item	Pay Unit
Landscaping	Lump Sum

Landscaping includes all labor, equipment and materials to complete the work necessary to provide and install all Decorative Stone Mulch and all Landscape Fabric as described herein and as shown on the drawings.

CITY OF SAULT STE. MARIE

SPECIAL PROVISION
FOR
PICNIC TABLE

C2AE

1 of 1

December 2024

a. Description. This work consists of furnishing and installing a surface-mounted recycled plastic picnic table in accordance with the details and the information listed below. Install at the location shown on the plans.

b. Materials. Furnish picnic table materials selected and approved by the Engineer. Acceptable manufacturers and styles of picnic tables are as follows.

1. Picnic Table. Made of 100% recycled plastic (high-density polyethylene) that is formed using a combination of post-consumer and post-industrial waste plastics. A solid color to be formed throughout the component with a UV stabilizer added for ultraviolet protection. The final color will be from manufacturer standard color options as selected by Engineer (Soo blue to match City Standards).

A. Picnic Table, 8 foot. End accessible (ADA-compliant) recycled plastic picnic table with arched frame – AFT Series with two 6 foot backless benches. Final color will be from manufacturer standard color options as selected by Engineer (blue to match City Standards). Provide the following to match the City of Sault Ste Marie Standards or an approved equal:

<u>Product Name</u>	<u>Supplier</u>	<u>Telephone No.</u>
AFT/B-8PU	Pilot Rock	(800) 762-5002

c. Construction. Assemble picnic table in accordance with manufacturer’s instructions. Install picnic table level and square in a true, flat plane to prevent rocking. Surface mount to concrete according to manufacturer’s instructions.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay items:

Pay Item	Pay Unit
Picnic Table, 8 foot.....	Each

CITY OF SAULT STE. MARIE

SPECIAL PROVISION
FOR
TRASH RECEPTACLE

C2AE

1 of 2

December 2024

a. Description. This work consists of furnishing and installing a trash receptacle in accordance with the details and at the location on the plans. This work includes any necessary excavation, backfilling and disposal of unsuitable materials required for a complete installation.

b. Materials. Supply the trash receptacle selected and approved by the Engineer per the specifications below. The materials provided must include the trash receptacle, 6" surface mount anchors, receptacle liner, fasteners, a security chain to secure lid to base, and all other hardware required for installation in accordance with the details included on the plans and per the manufacturer's recommendations. The materials and workmanship must be in accordance with sections 901, 902, 903, and Division 10 of the Standard Specifications for Construction.

1. Trash Receptacle. Provide recycled plastic freestanding/surface mount cylindrical trash receptacle with dome lid. Final color will be from manufacturer standard color options as selected by Engineer (blue to match City Standards). Provide the following to match the City of Sault Ste Marie Standards or an approved equal:

<u>Product Name</u>	<u>Supplier</u>	<u>Telephone No.</u>
32 Gal Recycled Plastic Cylindrical Pilot Rock Receptacle with Dome Lid Model #TRH-32	Pilot Rock	(800) 762-5002

2. Supply materials for use in the installation of the trash receptacle that are in accordance with the details included on the plans and descriptions here in. The trash receptacle is to be Surface Mounted and installed per the manufacturer's recommendations.

A. All anchoring bolts, nuts, washers, and all other hardware for installation are to be galvanized or zinc coated.

B. Finish all metal components with powder coat standard color, as shown on the shop drawing submittals.

3. When requested by the Engineer, furnish certification regarding the compliance of material incorporated in the work.

4. Submit complete shop drawings for this item in Portable Document Format (PDF) that allows commenting.

c. Construction. Install and anchor the trash receptacle in the concrete sidewalk in

accordance with the details as shown on the plans or as explained herein. Ensure the trash receptacle is level and square in a true, flat plane to prevent rocking.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Trash Receptacle	Each

CITY OF SAULT STE. MARIE

SPECIAL PROVISION
FOR
BIKE RACK

C2AE

1 of 1

December 2024

a. Description. This work consists of furnishing and installing steel bike racks at locations as shown on the plans.

b. Materials. Provide powder coated steel tube bike rack(s) with surface mounting. Final color will be from manufacturer standard color options as selected by Engineer (blue to match City Standards). Provide the following to match the City of Sault Ste Marie Standards or an approved equal:

Manufacturer	Model	Model No.
DuMor Site Furnishings	Bike Rack 293	293-00/S-2

Provide Grade 3500 concrete per section 706 of the Standard Specifications for Construction. Concrete quality control testing will not be required for this work.

c. Preparation. Coordinate this work with the Engineer before construction to establish locations and review proposed installation methods. Electronically submit a complete set of shop drawings for this item to the Engineer within 1 week of award. The Engineer will review and approve or reject the shop drawings within 2 weeks of receipt. The approval of shop drawings does not relieve the Contractor from the responsibility to correct errors or omissions.

d. Construction. Install the bike rack(s) as shown on the plans and per the manufacturer's specifications and recommendations. Ensure that the top of the bicycle rack is a minimum of 33 inches above grade upon final setting.

e. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Bike Rack	Each

Bike Rack includes concrete required for installation.

CITY OF SAULT STE. MARIE

SPECIAL PROVISION
FOR
INTERPRETIVE SIGN

C2AE

1 of 2

December 2024

a. Description. This work consists of furnishing and installing the sign, concrete bases, sign base and frame, mounting hardware and all miscellaneous appurtenances to provide the Interpretive Sign, complete, in accordance with the details and at the location shown on the plans. The City has already paid fees associated with the 'copy' (graphic design) of the sign included in the bid documents. The City shall not pay any additional fees related to final design/modification of the sign.

b. Materials. Furnish interpretive sign materials in accordance with the plans and special provisions. Acceptable manufacturers and styles of interpretive sign are as follows.

1. Sign Panel. Furnish and install one 24 inch by 36 inch custom fiberglass-embedded, weather-resistant panel suitable for outdoor installation with an exterior matte finish. The Contractor shall use the 'copy' provided in the bid documents, the provide a Production ready panel artwork for input, review and final approval by the City of Sault Ste, Marie. Do not begin fabrication of the sign panel until the size, all artwork and all text have been approved by the City of Sault Ste Marie and the Engineer.

2. Sign Support. Furnish and install a low profile, double pedestal base and frame, constructed of rust-free, high-strength aluminum, full capture frame to keep the sign panel in place, provide 3/16" backer plates for added strength and durability, custom aluminum extrusions that eliminate unnecessary welds, all corners to be rounded, weep holes provided along the bottom for water drainage, removable top rail for easy panel changes, provide tamper proof connections to protect from theft, direct embedment mounting with required plates and hardware. The sign support must hold the sign panel in a cantilevered (45-degree) position for ease of viewing and reading text. All base and frame materials shall be powder coated with the final color selection by the Owner.

Furnish interpretive signage from one of the following Manufacturers or Engineer approved equal.

1) Pannier Graphics, 345 Oak Road, Gibsonia, PA, 15044, (724) 265-4900.

2) Pulse Design, Inc., 14753 Kostner Ave., Midlothian, Illinois, 60445, (708) 385-1308.

c. Construction. Complete this work in accordance with the details shown on the plans, this special provision and the manufacturer's instructions. Embed posts in concrete a minimum of 42 inches below ground according to plan detail and manufacturer's instructions.

d. Measurement and Payment. The completed work, as described, will be measured and paid

for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Interpretive Signage.....	Lump Sum

Interpretive Signage includes furnishing and installing the sign, concrete bases, sign base and frame, mounting hardware and all miscellaneous appurtenances.

CITY OF SAULT STE. MARIE

SPECIAL PROVISION
FOR
SHRUB AND GROUNDCOVER PLANTINGS

C2AE

1 of 1

December 2024

a. Description. This work consists of furnishing and installing prepared soil, shrubs and groundcover plant material. Ensure all work is in accordance with sections 815 and 917 of the 2020 MDOT Standard Specifications for Construction (Standard Specifications for Construction) to be completed as shown on the plans and in this special provision.

b. Materials.

1. Prepared Soil. Furnish in accordance with subsection 815.03 of the Standard Specifications for Construction.

2. Deciduous Shrubs. Furnish nursery stock in accordance with Section 917 of the Standard Specifications for Construction.

3. Deciduous Groundcover Plants. Furnish nursery stock in accordance with Section 917 of the Standard Specifications for Construction.

c. Construction. Conform to construction methods in section 815 of Standard Specifications for Construction and this special provision. Follow the planting details as shown on the plans.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay items:

Pay Item	Pay Unit
Landscaping.....	Lump Sum

Landscaping includes all labor, equipment and materials to complete the work necessary to provide and install all Prepared Soil and all Shrub and Groundcover Planting as described herein and as shown on the drawings.