CALL FOR BIDS

City of Mobile, Technology Center –
Roof Replacement and Exterior Repairs
651 Church Street
Mobile, Alabama 36602
BG-087-21

Notice is hereby given that the City of Mobile will receive sealed bids for the above stated project on Wednesday, March 16, 2022, no later than 2:15 local time. Bidders shall insert sealed Bids into a receptacle, marked "City of Mobile Bids", located in the elevator lobby outside the office of the City Clerk Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. The same will be publicly opened and read at 2:30 PM in the Atrium Lobby of Government Plaza. Additional bidding instructions are detailed in the project manual.

A pre-bid conference shall be held at the Technology Center 651 Church Street, Mobile, AL at 10:00 AM local time on Thursday, March 3, 2022. Meet at the front door. Social distancing practices shall be observed, including wearing of face coverings/masks by all participants. A representative of the Bidder is encouraged to be present at the meeting. However, if no representative can be present in person, the Bidder shall contact the Contract Administrator at 251-208-7633, at least 24 hours prior to the meeting, in order to coordinate attendance of the meeting by conference call. Bidders are required to participate in the Pre-Bid Conference, visit the site prior to submitting a Bid and include all costs associated with the project in their Bids. This project is Tax Exempt.

Bid Documents are on file and may be examined and obtained from the following location:

www.cityofmobile.org/bids/

Disadvantaged Business Enterprise participation may be required. A Directory of DBE Vendors can be found at the following location:

https://workwith.cityofmobile.org/

PROJECT MANUAL

FOR

TECHNOLOGY CENTER BUILDING
ROOF REPLACEMENT AND EXTERIOR REPAIRS
651 Church Street
Mobile, Alabama 36602
BG-087-21

City of Mobile, Alabama
Architectural Engineering Department
P. O. Box 1827
Mobile, AL 36633-1827
(251) 208-7454

And

The Architects Group, Inc.
710 Downtowner Blvd.
Mobile, AL 36609
(251) 343-1811

February 23, 2022

Bid Date: Wednesday March 16, 2022

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SECTION 00100
INVITATION TO BID

You are invited to submit a sealed bid for construction of the following facility:

PROJECT NAME: **Technology Center Building – Roof Replacement & Exterior Repairs**
PROJECT LOCATION: **651 Church Street, Mobile, AL 36602**
PROJECT NUMBER: **BG-087-21**

1. BID DATE:

   A. Sealed Bids will be received until 2:15 p.m. local time, Wednesday, the 16th day of March, 2022. Bidders shall insert sealed bids into a receptacle marked "City of Mobile Bids" located in the elevator lobby outside the Office of the City Clerk, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama

   B. All Bids not received by the City Clerk's Office, or delivered in person to the marked receptacle prior to the time specified, or Bids received after the specified time, will be automatically rejected and returned immediately, unopened.

   C. Bids will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza.

2. SPECIFICATIONS AND DRAWINGS:

   A. Specifications and Drawings are on file and may be examined and obtained from the following: https://www.cityofmobile.org/bids/

   B. Bidders shall use complete sets of Bid Documents in preparing their bid. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

   C. Addenda will be issued via e-mail to each bidder registered as having a complete set of Bid Documents and all Pre-Bid Conference attendees.

   D. **This is a tax exempt project and shall be certified by the requirements of the Alabama Department of Revenue. Bidders shall NOT include sales and use taxes with their bid amounts. Bidders shall complete the Sales Tax Form C-3A and include it as an attachment to their Bid Form (see Section 00400).**

   E. Product Substitutions must be pre-approved before the bid (see Section 01635 for requirements).

3. BID SURETY: Required on Bids $10,000.00 or more

   A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than $10,000.00 is required to accompany Bid.

B. Bid Bond must be issued by a Surety licensed to do business in the State of Alabama. Bidder shall require the attorney in face who executes the required bonds on behalf of the Surety to affix to the bond a certified and current copy of the power of attorney.

C. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) days after the time designated above for receipt of bids.

D. The City of Mobile will have sixty (60) days from the bid opening date to award contract.

4. SURETY QUALIFICATIONS:

A. A Surety authorized to do business in the State of Alabama must issue Bonds.

B. If the Base Bid is $50,000 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

5. IRREGULARITIES AND REJECTION:

A. The City of Mobile reserves the right to waive irregularities in the Bid and in Bidding, and to reject any or all Bids.

6. BIDDER QUALIFICATIONS:

A. Bids for Work costing $50,000 or more must be licensed pursuant to current Alabama law and of classifications compliant with the State of Alabama Licensing Board for General Contractors. Note that if the contract amount is $10,000 or greater, both a Performance Bond and a Labor and Material Payment Bond shall be required. **Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board for General Contractors to verify classification is acceptable to perform 51% of the Scope of Work.**

B. In case of a joint venture of two or more Contractors, the amount for the bid shall be within the maximum bid limitations as set by the State of Alabama Licensing Board for General Contractors of at least one of the partners to the joint venture.

7. NON-RESIDENT CONTRACTORS:

A. Except for contracts funded in whole or part with funds received from a federal agency, preference shall be given to resident Contractors on the same basis as the nonresident Contractor’s state awards contracts to Alabama Contractors bidding in similar circumstances.

B. Nonresident Bidders shall, prior to submitting a bid, be registered with the Alabama Secretary of State and the Alabama Department of Revenue. Provide the Secretary of State Business “Entity IS Number” on the Bid Form in the space provided.

8. PRE-BID CONFERENCE:

A. A pre-bid conference shall be held at the Project Site at 651 Church Street Mobile, Alabama 36602, at 10:00 a.m. local time on Thursday March 03, 2022. A

representative of the Bidder is encouraged to be present at the meeting since social distancing practices will be observed, including wearing of masks by all participants. However, if no representative can be present, the Bidder shall contact the City of Mobile Project Manager at 251-208-7633, at least 24 hours prior to the meeting, in order to coordinate attendance of the meeting by conference call. Bidders are required to participate in the Pre-Bid Conference, visit the site prior to submitting a Bid and include all costs associated with the project in their Bids.

B. Minutes of this conference will be made as an Addendum for the project.

9. BID SUBMITTAL:

A. Bids must be submitted on copies of the Bid Forms furnished in the bidding documents.

B. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting and Major Supplier Plan and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words "**SEALED BID TECHNOLOGY CENTER BUILDING ROOF REPLACEMENT & EXTERIOR REPAIRS, PROJECT NUMBER: BG-087-21".**

C. The Bid envelope shall be clearly addressed to the Owner as indicated on the Bid Form and include the bid date, the name, address and State License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors.

D. All Bids of $50,000 or more must include the bidder's State of Alabama General Contractor's License information written on the outside of the bid envelope. Any bid submitted without such license information may be rejected and returned to the bidder unopened.

E. In addition, in large letters on both front and back of envelope, write the following: **DO NOT OPEN UNTIL 2:30 p.m. local time March 16, 2022**.

F. For a bid to be valid it shall be delivered at designated location prior to time and date for receipt of Bids indicated in INVITATION TO BID, or prior to any extension thereof issued to Bidders. After that time no Bid will be received or withdrawn.

G. When sent by mail, preferably special delivery, express service, or registered mail, the sealed Bid, marked as indicated above, shall be enclosed in another envelope for mailing such that the exterior mailing container or envelope may be opened without revealing the contents of the Bid. It is the Contractor's responsibility to assure delivery of the bid to the City Clerk's Office OR to the marked receptacle prior to the time and date established.

10. EQUAL OPPORTUNITY:

A. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.

B. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids, and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.

C. Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.

D. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.

E. A Directory of DBE Vendors can be found at the following location: https://workwith.cityofmobile.org.

11. ADDITIONAL BIDDING PROCEDURES:

A. Refer to the complete information in the Bid Documents prior to submitting a bid. Additional Bidding Procedure information is contained therein, particularly in the specification Section 00200 "Instructions to Bidders - AIA Document A701" and in the specification Section 00300 "Supplementary Instructions to Bidders".

12. STATE OF ALABAMA IMMIGRATION ACT

"The State of Alabama, under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code Section 31-13-1", et. Seq., requires:

A. That the Contractor shall be enrolled in the E-Verify Program, shall participate in that Program during the performance of the contract, and shall verify the immigration status of every employee who is required to be verified, according to the applicable federal rules and regulations; and

B. That it will attach to the Contract the company's documentation of enrollment in E-Verify.

C. The subcontractor must also enroll in the E-Verify Program prior to performing any work on the contract and shall attach to its sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify Program.

13. PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

A. By signing this contract, Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

END OF SECTION

SECTION 00300

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

THE ATTENTION OF ALL BIDDERS IS CALLED TO THE FOLLOWING INSTRUCTIONS AND CONDITIONS:

I. BIDDING DOCUMENTS:

A. Bidders may obtain complete sets of Bid Documents and Specifications (Project Manual) from The Architects Group, Inc. as listed in the Invitation to Bid.

B. Bidders shall use the complete set of documents in preparing their bid. Neither the City of Mobile nor the Architect assumes responsibility for errors or misinterpretations resulting from use of an incomplete set of documents.

2. INTERPRETATION OF BID DOCUMENTS:

A. Bidders shall carefully study and compare the Bidding Documents and compare various components of the Bidding Documents with each other, shall examine the site and local conditions and shall at once report to the Project Manager any errors, inconsistencies or ambiguities discovered.

B. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Project Manager by 3:00 PM at least five (5) calendar days prior to the date for receipt of Bids. E-mail requests are required and should be addressed to bdavis@tagarchitects.net

C. Interpretations, corrections and changes to the Bidding Documents will be made by a formal, written Addendum. Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.

D. Any discrepancy not resolved prior to Bidding shall be bid by the Contractor to provide for the most costly and/or restrictive interpretation of the documents.

3. BIDDING PROCEDURES:

A. No Bid will be considered unless made out and submitted on a copy of the Bid Form as set forth by the Bid Documents.

B. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.

C. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

D. Interlineations, alterations and erasures must be initialed by the signer of the Bid.

E. All requested Alternates, Unit Prices and Allowances shall be bid as indicated on the Bid Form and the Bid Documents.

F. Addenda shall be considered as a part of the Bid Documents and those issued prior to the opening of Bids shall be acknowledged on the Bid Form and any adjustment in cost shall be included in the Contract Sum.

4. BID SECURITY:

A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than $10,000.00, must accompany bid. By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance or any other required document, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

B. Bid Bond shall be valid for a minimum of sixty (60) days from the date of the Bid. The Owner reserves the right to retain the security of all Bidders until the successful Bidder enters into the Contract or until (60) days after Bid opening, whichever is sooner.

C. Bonds must be issued by a Surety licensed to do business in the State of Alabama. If the project cost is more than $50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

D. Power of Attorney is required for all Bonds.

E. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment of retainage being made to the Contractor.

5. EXAMINATION OF DOCUMENTS AND SITE WORK:

A. Before submitting a Bid, Bidders should carefully examine the Bid Documents, visit the site of the Work, including attendance at the Pre-Bid conference, fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Contract and necessary to perform the Work. The submission of a Bid will be considered as conclusive evidence that the Bidder has made such examination.

6. SUBMISSION OF BIDS:

A. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting & Major Supplier Plan and other supporting data specified, shall be contained in a

sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words **"SEALED BID TECHNOLOGY CENTER BUILDING ROOF REPLACEMENT & EXTERIOR REPAIRS PROJECT BG-087-21**", the Bid Date, and Contractor's name, address, and City of Mobile Business License number. And, if bidding in an amount $50,000 or greater, the State of Alabama General Contractor's License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors shall be written on the envelope.

B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date specified in the Invitation to Bid, or as modified by Addendum, will not be considered. Late Bids will be returned to the Bidder unopened.

C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

D. Oral, telephonic, facsimile or other electronically transmitted bids will not be considered.

7. MODIFICATION OR WITHDRAWAL OF BIDS:

A. A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of sixty (60) days following the time and date designated for receipt of bids, and each Bidder so agrees in submitting a Bid.

8. CONSIDERATION AND AWARD OF BIDS:

A. At the discretion of the City, the properly identified Bids received on time will be publicly opened and will be read aloud.

B. The City shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid security or a Bid which is in any way incomplete or irregular is subject to rejection.

C. It is the intent of the City to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The City shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the City's judgment, is in the City's best interest.

D. The award shall be based on the lowest Total Bid for the Base Bid and any allowances, plus any alternates and/or options that may be accepted, as listed on the Bid Form.

9. PROOF OF COMPETENCY OF BIDDER:

A. Bidders may be required to furnish evidence satisfactory to the City of Mobile that they have sufficient means and experience in the types of work called for to assure the completion of the Contract in a satisfactory manner including the ability and past history of meeting project deadlines.

10. SIGNING OF CONTRACT:

A. The Standard Agreement between the City of Mobile and the Contractor, included herein, shall serve as the Agreement between the City and the Contractor.

B. The Bidder to whom the Contract is awarded shall, within ten (10) calendar days of receiving the Contract Forms, properly execute and deliver to the Owner, the following items with the signed Agreement:
   (1) Performance Bond and Labor and Material Payment Bond (originals);
   (2) Certificate of Insurance (original) with endorsements to City of Mobile;
   (3) Evidence of enrollment in the E-Verify program.
   (4) Other documentation as required by the Contract Documents.

C. Failure or refusal to sign the Agreement or to provide Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Security.

D. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractor's name shall be EXACTLY the same.

11. NONDISCRIMINATION:

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

12. AMERICANS WITH DISABILITIES ACT (ADA):

A. Bidders shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against individuals with disabilities.

13. USE OF DOMESTIC PRODUCTS:

A. Section 39-3-1, Alabama Code, 1975, provides that the Contractor agree, in the execution of this Contract, to use materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this

Agreement by the Contractor shall result in the assessment of liquidated damages in an amount not less than $500.00 nor more than twenty (20) percent of gross amount of the Contract Price.

14. NON-RESIDENT (OUT OF STATE) CONTRACTORS:

A. Preference to Resident Contractors: Section 39-3-5, Code of Alabama, 1975, provides that a non-resident (out of State) bidder domiciled in a state which grants a preference to local Contractors is to be awarded a public contract on the same basis as the non-resident bidder's state awards contracts to Alabama bidders. Alabama bidders are given a preference to the same extent that a non-resident bidder receives a preference in his home state. A non-resident bidder must include with any written bid documents a written opinion of an attorney licensed to practice in the non-resident bidder's state declaring what preferences, if any, exists in the non-resident's state.

B. Certificate of Authority: All non-resident (out of State) corporations must register with the Alabama Secretary of State and the Alabama Department of Revenue prior to submitting a bid. Provide the Alabama Secretary of State Business "Entity ID Number" on the Bid Form in the space provided.

15. ALABAMA IMMIGRATION ACT:

A. The State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491), requires that Contractors not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. In addition, Contractors are required to enroll in the federal E-Verify program and submit verification of enrollment to the City of Mobile within ten (10) days of receiving the contract forms (see Section 00600).

16. CITY OF MOBILE BUSINESS LICENSE:

A. A City of Mobile Business License is required and must be current at time of contract award and throughout contract period.

17. CITY OF MOBILE CONTRACTOR'S BUSINESS LICENSE:

A. A City of Mobile Contractor's Business License is required and must be current at time of contract award and throughout contract period.

B. Contractor must qualify and post a $10,000 surety bond with the Land Use/Code Administration Department before a Contractor's Business License will be issued by the Revenue Department. Information on the City Contractor's License may be obtained by writing or calling:

Land Use/Code Administration
P.O. Box 1827

Revenue Department
P.O. Box 1827

Mobile, Alabama 36633-1827
Phone: 251-208-7421

Mobile, Alabama 36633-1827
Phone: 251-208-7461

18. CITY OF MOBILE BUILDING PERMIT:

A. A City of Mobile Building Permit is required and shall be obtained from the Land Use/Code Administration Department, but at no cost to the Contractor.

B. Contractor is responsible for ensuring that all inspections are successfully performed in accordance with City of Mobile regulations.

19. CONSTRUCTION SCHEDULE AND ACCESS:

A. The project shall be completed within two hundred (200) calendar days from the date indicated by the Notice to Proceed.

B. The facility will remain in use throughout the Construction period and the Contractor is directed to coordinate all areas of work and scheduling of work with the Owner. Within five days of the bid opening, the Apparent Low Bidder Contractor shall meet with the Owner to discuss Owner scheduling and priorities. Apparent Low Bidder shall then provide a proposed schedule within 5 calendar days of the initial meeting for Owner review and approval.

C. Contractor shall have access to the facility as approved by the Owner, but generally, between sunrise and sunset. Contractor is directed to coordinate all areas of work and scheduling with the Owner. After hours and weekend work will require prior approval of the Owner and may require hiring of a guard at the contractor's expense.

D. The Contractor may be allowed additional construction days due to inclement conditions ("rain days") only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. The Contractor shall provide documentation and formally request any "rain days" they feel are legitimately due. Documentation shall be submitted to the Project Manager, in writing, within five (5) calendar days of the rain event. Claim shall include documentation of trades adversely impacted and the impacted activities of each trade and those delays to the Construction Schedule.

20. SITE CONSIDERATIONS:

A. It is the Contractor's responsibility to carefully remove and store any items not permanently installed within the work areas. It is recommended that the Contractor photograph, videotape or in some manner document any features to be removed and their condition, prior to removal.

B. Noise and strong smells shall be isolated or kept to a minimum. The site is in a residential area and Contractor shall take every care to respect nearby residents, their property, and minimize trash, noise and dust.

C. Contractor shall be responsible to leave the work area and adjacent site clear of equipment and debris, etc. at the end of each work day. All final cleaning is the responsibility of the Contractor and shall be executed prior to acceptance for reuse of any portion of the site.

D. A dumpster and lay down area for Contractor materials and staging may be located at the site and located per the direction of the Owner. The Contractor is responsible for the removal of the dumpster, any storage containers and any security fencing, temporary erosion control (BMPs), etc. as soon as practical after their use by the Contractor or the work is complete.

E. Contractor's vehicles must park across Washington Avenue in the Ben May Library parking lot. Deliveries, dumpster and laydown areas must be coordinated and approved in advance.

21. SALES AND USE TAX EXEMPTION:

A. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a "Certificate of Exemption from Sales and Use Tax for Governmental Entities" on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.

B. The full text of ACT 2013-205 is available on the State of Alabama Building Commission web-site at www.bc.alabama.gov .

22. SUBMISSION OF LIEN WAIVERS AND DBE COMPLIANCE, UTILIZATION REPORTS:

A. At each monthly Application for Payment submitted to the Owner, the Contractor shall provide completed "City of Mobile DBE Compliance, Utilization Reports" and lien waivers, including those from Subcontractors and material suppliers.

23. NOTICE OF COMPLETION:

A. For Contracts $50,000 or greater: Contractor shall provide proof of publication of Advertisement of Completion for four consecutive weeks in a local newspaper, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. This Advertisement shall not begin until the Project has been accepted by the City of Mobile.

B. Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA

COUNTY OF MOBILE

NOTICE OF COMPLETION
In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (INSERT COMPANY NAME) has completed the contract for **City of Mobile, Technology Center Building Roof Replacement & Exterior Repairs BG-087-21**, Mobile, Alabama. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633-1827.

C. Advertisement shall not begin until the Project has been accepted by the City of Mobile as Substantially Complete.

24. CONTRACTOR WARRANTY AND CERTIFICATION:

A. Upon completion of the contract, the Contractor shall certify under oath that all bills have been paid in full.

B. Contractor shall provide a one year Labor and Materials Warranty on company letterhead in addition to other warranties required by the Bid Documents.

25. LIQUIDATED DAMAGES

A. A time charge equal to Two Hundred Fifty Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted, or any required closeout documents are not acceptably submitted, for more than thirty (30) calendar days after the time specified for the Substantial Completion for the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

END OF SECTION

SECTION 00400

BID FORM

Copies of the following Bid Forms shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633

REF: PROJECT NO.: BG-087-21
PROJECT NAME: Technology Center Building Roof Replacement & Exterior Repairs
PROJECT LOCATION: 651 Church Street, Mobile, AL 36602

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department and The Architects Group, Inc., dated February 23, 2022, and all Addendum(a) Number(s) _____, dated _____. CAUTION: before submitting any bid, it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

COMPANY NAME: _____

ADDRESS: _____ **PHONE** _____

ALABAMA GENERAL CONTRACTOR LICENSE NO. _____

CITY OF MOBILE BUSINESS LICENSE NO. _____

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO. _____

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. _____

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [ ] A Corporation [ ] A Partnership [ ] An Individual Doing Business

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for **two hundred (200) calendar** days from the date of the Notice to Proceed.

Base Bid:		**$**	**.00**
Contingency Allowance:	**+**	**$**	**4,750.00**
Wood Decking Allowance:	**+**	**$**	**2,400.00**
Total Base Bid:		**$**	**.00**

(Fill in here and in Total Bid below)

TOTAL BASE BID: _____

_____ Dollars, ($ **.00**)
(Amount in Words) (Amount in Figures)

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

CONTINGENCY, WOOD DECKING ALLOWANCE:
$7,150.00 lump sum Allowance shall be included in the Total Bid for work related to unforeseen conditions, wood roof deck replacement as approved by the Owner.

UNIT PRICES:
Unit Price #1: Remove and replace damaged wood roof decking.
$_____/square foot

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than $10,000, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

NONDISCRIMINATION: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME: _____
(Printed or Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: _____
(Printed or Typed)

TITLE _____ **DATE** _____**, 2022**
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____ 2022

_____
Notary Public

Attachments:
1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier (all 5 pages)

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile **Date:**_____

Name of Project: **Technology Center Building Roof Replacement & Exterior Repairs**
Project Number: **BG-087-21**

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID: $_____

UNIT PRICE NO. 1: $_____

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder_____

Mailing Address_____

***By (Legal Signature)**_____

*Name (type or print)_____ (Seal)

*Title_____

Telephone Number_____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1)**, you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ Vets _____ Total #of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____Date: _____

Title: _____

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____Title: _____

E-mail:_ Phone: _____

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # _____ Your Bid/Proposal Amount $_____ Date: _____/ _____/____

Description_____

Name of Bidder/Proposer: _____

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone_____ Email_____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	**Did you do these suggested areas for DBE recruitment and engagement**
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

SECTION 00600

BONDS, CERTIFICATES AND AFFIDAVITS

PART 1 GENERAL

This section includes the Bond Forms and Certificates that are to be used on this Project. No other forms will be accepted. Forms may be obtained from the Architectural Engineering Department, City of Mobile, telephone number 251-208-7454.

1.1 FORMS

A. PERFORMANCE BOND. Owner's modified Performance Bond form.

B. LABOR AND MATERIAL PAYMENT BOND. Owner's modified Payment Bond form.

C. E-Verify Documentation (Sample)

D. APPLICATION AND CERTIFICATION FOR PAYMENT - AIA Document G702 and AIA Document G703 and DBE Utilization Report

E. CERTIFICATE of SUBSTANTIAL COMPLETION – AIA Document G704-2017

F. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS - AIA Document G706

G. CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS - AIA Document G706A.

H. CONSENT OF SURETY TO FINAL PAYMENT - AIA Document G707

I. Request for Taxpayer Identification Number and Certification, W-9 Form, and City of Mobile Vendor Information Form

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, _____, _____,_____, hereinafter called the Principal, and _____ _____, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of _____ and xx/100 Dollars ($_____.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2022 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete **TECHNOLOGY CENTER BUILDING ROOF REPLACEMENT & EXTERIOR REPAIRS (BG-087-21) 651 CHURCH STREET, MOBILE, AL,** a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2022.

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

SURETY
Company:_____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name: _____
Address: _____
_____
Phone and Fax: _____

Owner's Representative: Cassie Boatwright, Director
Real Estate Asset Mgmt

P.O. Box 1827
Mobile, AL 36633
251-208-7627

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor**,** _____, _____, _____ , as Principal, and _____ _____, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of _____ and xx/100 ($_____.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2022, (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete **TECHNOLOGY CENTER BUILDING ROOF REPLACEMENT & EXTERIOR REPAIRS (BG-087-21) 651 CHURCH STREET, MOBILE, AL** which**, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint _____**Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2022

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title:
_____

SURETY
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title:_____

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name: _____
Address: _____
_____
Phone and Fax: _____

Owner's Representative: Cassie Boatwright, Director
Real Estate Asset Mgmt.
PO Box 1827
Mobile, AL 36633
251-208-7627

Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	
Signature	Date
Department of Homeland Secu[illegible] Division	
Name (Please Type or P[illegible]	Title
Signature	Date

SAMPLE

E-Verify

Company ID Number:

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Num	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

SAMPLE

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

TO OWNER City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

PROJECT:

APPLICATION NO:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$
2. Net change by Change Orders		$
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$
5. RETAINAGE:		
a. _____ % of Completed Work (Column D + E on G703)	$	
b. _____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$
8. CURRENT PAYMENT DUE		$
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS								

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

AIA DOCUMENT G703 · CONTINUATION SHEET FOR G702 · 1992 EDITION · AIA · ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

AIA® Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*	CONTRACT INFORMATION: Contract For: Date:	CERTIFICATE INFORMATION: Certificate Number: 001 Date:
OWNER: *(name and address)*	ARCHITECT: *(name and address)*	CONTRACTOR: *(name and address)*

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)

ARCHITECT *(Firm Name)*	SIGNATURE	PRINTED NAME AND TITLE	DATE OF SUBSTANTIAL COMPLETION

WARRANTIES
The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: $

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Firm Name)*	SIGNATURE	PRINTED NAME AND TITLE	DATE
OWNER *(Firm Name)*	SIGNATURE	PRINTED NAME AND TITLE	DATE

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AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
		ARCHITECT: ☐
	CONTRACT FOR: General Construction	CONTRACTOR: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	SURETY: ☐
		OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	CONTRACTOR: ☐
		SURETY: ☐
		OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

_____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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Consent Of Surety to Final Payment

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	CONTRACTOR: ☐
		SURETY: ☐
		OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

_____
(Surety)

_____
(Signature of authorized representative)

Attest:
(Seal):

_____
(Printed name and title)

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CITY OF MOBILE, AL
VENDOR INFORMATION FORM

Company Information:

1. City Vendor Number:

2. Name of Company:

3. Company D.B.A. Name, if any:

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax

8. Main Email:

Primary Contact:

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

Alternate Contact (if applicable):

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

City of Mobile Business License Information:

17. City of Mobile Business License No. (if required):

Please attach additional sheets if necessary.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►

☐ Other (see instructions) ►

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ► Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	**Certified DBE:** YES NO	**Contract Start Date:**
DESCRIPTION:		**Estimated Completion Date:**

This report is for the month of: (CHECK ONE):

JAN	APR	JULY	OCT
FEB	MAY	AUG	NOV
MARCH	JUNE	SEPT	DEC

FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____, _____ ___/___/____
(Title) (Date)

SECTION 00700

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION,
AIA DOCUMENT A201 - 2007

PART 1 GENERAL

This section includes the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, AIA Document A-201, that is to be used for this Project. The document has been electronically modified to meet the City of Mobile's requirements and shall be used for the project.

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Technology Center Building Roof Replacement & Exterior Repairs
651 Church Street, Mobile, Alabama 36604
BG-087-21

THE OWNER:
(Name, legal status and address)
City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

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

THE ARCHITECT:
(Name, legal status and address)
The Architects Group, Inc.
710 Downtowner Boulevard
Mobile, Alabama 36609

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Init.
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User Notes: (1383216234)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

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

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

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the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the ~~site.~~ site, as may be required. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 ~~Unless otherwise provided in the Contract Documents, the~~ The Owner shall furnish to the Contractor ~~one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.~~up to ten copies of the drawings and specifications as required for Contractor's execution of the Work. Any additional sets of documents that the contractor desires for construction of the Project will be issued to contractor at actual printing and handling costs.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4 Three (3) days after the opening of the Bids, the Contractor shall furnish for written approval, an outline of the education, experience and character of the Contractor's project manager, superintendent and engineer. Any future substitution must have prior written approval of the Architect.

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§ 3.4 LABOR AND MATERIALS

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

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

3.4.4 The Contractor's or his Subcontractor's supervisors and workmen engaged on special work or skilled Work in any supervisory position or trade shall be qualified and have had sufficient education, training and experience as a recognized professional or master mechanic in such Work to perform it properly and satisfactorily as prescribed in the Contract Documents.

3.4.5 Any project manager, superintendent, engineer, foreman or workman employed by the Contractor or by a subcontractor who, in the sole opinion of the Architect, does not perform his Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses foul language, fights, commits criminal act(s) falsifies records and construction, covers-up faulty Work or materials, does not comprehend or follow instructions, does not get along with the Architect or Owner's representative, or is otherwise objectionable, shall, at the written request by the Architect, be discharged 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again or any portion of the Work without the written consent of the Architect.

3.4.6 Should the Contractor fail to remove such person or persons specified in Article 3.4.5 hereinabove or fail to furnish suitable and sufficient machinery, equipment, materials or qualified labor force for the proper execution of the Work, the Architect may withhold all payments which are or may become due the Contractor or may suspend the Work until such orders are complied with.

3.4.7 Contractor shall abide by provisions of Section 14-1 and Section 14.2, Code of the City of Mobile, originally adopted December 10, 1991. Prohibiting Discrimination in Employment by Contractors, Subcontractors and Vendors performing Work and providing materials and supplies for the City of Mobile. A copy of said Code is located in the City's Projects Architectural Engineering Department. Certification of compliance with this requirement shall be made for all persons involved in the Work by the signature of the General Contractor on the Bid Form (Section 00410).

§ 3.5 WARRANTY

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

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

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§ 3.7 ~~PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS~~
PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure ~~and pay for the building permit as well as for~~ City of Mobile building permit without cost, and shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

3.7.1.1 The Contractor shall secure building and other permits customarily obtained from the City of Mobile at no cost.

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

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 ~~Allowances~~ allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 ~~Whenever~~ whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, ~~promptly~~ within ten (10) business days after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals

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upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents ~~in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule,~~ with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp before forwarding to the Architect. The Architect will mark copies "Approved" if correct; or, "Approved As Noted" if only minor corrections are necessary. If major corrections are necessary they will be noted on the Shop Drawings and they will be returned to the Contractor for correction and resubmission. Submit four (4) copies for Architect's and Owner's use plus the number of copies the contractor requires for his own use.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor

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shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

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

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be

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liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

3.19 As applicable, the Contractor shall be responsible at the appropriate time during construction of the Project to have all permanent meters installed (electrical, water, gas, etc.) and all utilities connected prior to the time of Final Inspection. The Contractor shall pay all utilities costs until the Project is accepted by the City of Mobile.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. "Architect" may also designate the Licensed Designer of the Project and may be an Engineer or Landscape Architect.

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

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative ~~during construction until the date the Architect issues the final Certificate for Payment.~~ (1) during construction (2) until all conditions necessary for the final completion and payment have been fulfilled and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract ~~Documents.~~Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 ~~Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract,~~ The apparent low bidder, within (3) days after bids are opened shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the ~~14 day~~ 14 day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

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.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation ~~shall~~ may be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. ~~If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

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§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. The total of all Change Orders on each contract shall not exceed ten percent (10%) of the contract price for each project and shall be subject to at least one of the following criteria:

.1 Minor changes for a total monetary value less than required for competitive bidding under the State Competitive Bid Laws.

.2 Changes for matters relatively minor and incidental to the original contract necessitated by unforeseen circumstances arising during the course of the Work.

.3 Emergencies arising during the course of the Work on the Contract.

.4 Changes or Alternates provided for in the original bidding where there is no difference in price on the Change Order from the original best bid on the Alternate.

.5 Changes of relatively minor items not contemplated when the plans and specifications were prepared and the project was bid which are in the public interest.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

.4 There shall be attached to each Change Order a signed statement from the Architect containing the following:

A. A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.

B. A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.

C. A statement that all prices have been reviewed and found reasonable, fair and equitable and recommending approval of the same.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes

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in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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

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

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices ~~shall~~ may be equitably adjusted.

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

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an ~~amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount.~~ allowance of 10% mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and 15% mark-up on a Contractor's direct (actual cost of Labor & Materials). In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, ~~whether incorporated or consumed;~~ actually incorporated or consumed in the work;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented ~~from~~ by the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be

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reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

.1 No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.

.2 The Work shall be commenced within ten (10) days of the date of a written Notice to Proceed.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the ~~Owner pending mediation and arbitration;~~ Owner; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

8.4 LIQUIDATED DAMAGES

8.4.1 Time is the essence of the Contract. Any delay in the completion of the Work as provided for in the Contract Documents will cause inconvenience to the public and loss and damage to the Owner in interest, and in additional administrative, architectural, inspection, and supervision charges.

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Therefore, a time charge equal to $250.00 per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than 30 days after the time specified for the Substantial Completion of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not s a penalty, but as liquidated damages sustained.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

.1 Unit Prices and Allowances, if stated in the Contract Documents, shall be identified within the Schedule of Values.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 ~~At least ten days before the date established for each progress payment, the~~ The Contractor shall submit to the Architect ~~an itemized Application for Payment prepared in accordance with the~~ on the first of each month; for Work done through the 25th of the preceding month, four (4) original, itemized Applications for Payment for Work completed in accordance with the accepted schedule of values, if required under Section ~~9.2,~~ 9.2., for completed portions of the Work. Such application shall be ~~notarized, if required,~~ notarized and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such ~~as~~ copies of requisitions from ~~Subcontractors~~ subcontractors and material suppliers, and shall reflect retainage ~~if provided for in the Contract Documents~~ and documents as follows:

.1 Until the final payment is made, the Owner shall pay ninety-seven and one half percent (97.5%) of the amount due the Contractor on account of progress payments (note: the 2-1/2% retainage is calculated by withholding the first 5% of the first 50% of the work completed); and

.2 The Contractor shall provide documentation substantiating that test, inspections and approvals for portions of Work included in an Application for Payment and required by the Contract Documents, or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction were made at the appropriate time.

§ 9.3.1.1 ~~As provided in Section 7.3.9, such~~ Such applications may include requests for payment on account of changes in the ~~Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.~~ Work, which have been authorized and approved by properly executed Change Order(s).

§ 9.3.1.2 ~~Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.~~ Such applications may Include requests for payment on account of changes in the Work, which have been authorized and approve by properly executed Change Order(s).

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

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§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the

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Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the ~~Architect or awarded by binding dispute resolution,~~ Architect, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time ~~shall~~ may be extended appropriately and the Contract Sum ~~shall~~ may be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed

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to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final ~~payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.~~payment, (5), contractors Affidavit of Release of Liens, (6) separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers (7) written warranty on Contractor's letterhead covering materials and labor for one year, and (8) the advertisement of completion. The Contractor shall provide proof of publication of Advertisement of completion in a local newspaper for four (4) consecutive weeks, as required in Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. The final 2.5% retained will not be paid until proof of publication is submitted and all written claims paid in full. This advertisement shall not begin until the City of Mobile has accepted the Project.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the ~~Contractor or by issuance of Change Orders affecting final completion,~~ Contractor, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

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

.1 ~~liens,~~ Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

.4 The Contractor shall be responsible for damage done to buried cables and other utilities by its equipment and shall contact the appropriate offices prior to construction for information depth, etc., of utilities in the area.

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§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and ~~loss (other than damage or loss insured under property insurance required by the Contract Documents)~~ loss) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and ~~start-up.~~start-up, except to the extent that any such delay is attributable to the Contractor's objection to the persons or entities whom Owner shall have furnished to perform the task of removal of safe containment of such material or substance.

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§ 10.3.3 ~~To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.~~

§ 10.3.4 The Owner shall not be responsible ~~under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.~~for materials or substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency ~~shall~~ may be determined only as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, ~~other than to the Work itself,~~ because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the Owner named as an additional insured. Contractor shall submit a Certificate of Insurance and a supplemental Attachment for Certificate of Insurance 25-2 (7/90), AIA Document G715, Insurance companies listed as the "Companies Affording Coverage"

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shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a Resident Agent of Alabama, with the Resident Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation and Employer's Liability Insurance: - Statutory-amount and coverage as required by law of place in which the Work is performed.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee

.3 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations) for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury & Property Damage	$1,000,000 combined single limit

4. Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically Items 11.1.1.8.3G herein below
E. Broad Form Property damage Coverage, including Completed Operations.
F. Personal Injury Liability, with employee's exclusions removed.
G. The Contractor shall indemnify and save harmless the Owner against all loss, cost, or damaged on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
H. Explosion and Collapse Hazard:
Included or ☒ Not Applicable.
I. Underground Hazard:
Included or ☒ Not Applicable.

5. The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry until the Contract is completed. Comprehensive Automobile Liability Coverage for Bodily Injury and property Damage in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury & Property damage	$1,000,000 combined single limit

6. Excess Liability: $2,000,000 limit

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7. Builder's Risk Coverage. The Contractor shall carry for the Owner, himself, and all Subcontractor's a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrications or erection of any equipment.

8. A Surety authorized to do business in the State of Alabama shall furnish the required insurance.

9. The ACCORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

10. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. best Company, Inc., if the bid price exceeds $50,000.00

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's ~~consultants~~ Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 ~~Unless otherwise provided, the Owner~~ The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional ~~deductibles.~~ deductibles (See 11.1.1 Supplement Builder's Risk Coverage). Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

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§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the ~~Owner~~ Contractor shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

~~**§ 11.3.1.5** Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.~~

~~**§ 11.3.2 BOILER AND MACHINERY INSURANCE**~~

~~The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.~~

~~**§ 11.3.3 LOSS OF USE INSURANCE**~~

~~The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.~~

~~**§ 11.3.4** If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.~~

~~**§ 11.3.5** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.~~

~~**§ 11.3.6** Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable~~

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~~conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.~~

~~§ 11.3.7 WAIVERS OF SUBROGATION~~

~~The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.~~

~~§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.~~

~~§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.~~

~~§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.~~

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The ~~Owner shall have the right to require the Contractor to~~ Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising ~~thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.~~thereunder.

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

11.4.3. The Labor and Material Payment Bond and Performance Bond shall each be for one hundred percent (100%) of the Contract price if the Contract Price is greater than $10,000.00

1. Cost of the bonds shall be included in the bid.

2. Bonds shall be submitted with the executed agreement on provided form(s).

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3. Power of Attorney is required for both bonds.

4. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

5. A Surety licensed to do business in the State of Alabama must execute the bonds.

6. Each bond must be signed or countersigned by a Resident Agent of the State of Alabama.

7. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

8. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the ~~place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~

State of Alabama.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

13.2.3 No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

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

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public

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authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

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

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.5.7 Test, inspections or approvals made in addition to the Architects normal design and contract administration services caused by the Contractor shall be paid for by the Contractor. The normal service schedule is contained in Article 2.8.1 of AIA B102-2007 as amended by the Owner and is available to Contractor on request.

13.5.8 The Contractor must call the Urban Development Department of the City of Mobile for their inspections and approval at the times required by the Urban Development Department, as well as notify the Architect, Consulting Engineer, and/or Test Laboratory, for inspection and approval of sub-grade conditions, under slab and footing Conditions, vapor barrier placement, reinforcing steel placement, all structural connections, electrical, mechanical, etc. None of the above will be accepted that have been covered up before receiving approval of the Architect or his Consultant.

§ 13.6 INTEREST

~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

13.8 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.8.1 As between the Owner and Contractor:

1. Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

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2. Between Substantial Completion and Final Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to the final payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all event snot later than the date of issuance of the final Certificate for Payment; and

3. After Final Payment. As to acts or failures to act occurring after the relevant date of the final Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

13.9 SUBSTITUTION OF MATERIALS AND EQUIPMENT

13.9.1 Whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, and any material, article, or piece of equipment of other manufacturers or vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or piece of equipment so proposed is, in the opinion of the Architect, of equal substance, appearance and function. It shall not be purchased or installed by the Contractor without the Architect's written approval.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work ~~executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.~~ executed.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time ~~shall~~ may be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of ~~such termination, along with reasonable overhead and profit on the Work not executed.~~termination.

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ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

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

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated ~~by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated~~ within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant ~~first recognizes~~ acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect and the other party.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the ~~Work.~~ Work giving rise to such claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been

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rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The ~~Initial Decision Maker~~ Architect will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the ~~Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion,~~ Architect reasonably concludes that, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons ~~therefor;~~ therefore; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties ~~but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~

~~**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~

~~**§ 15.2.6.1** Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall not be subject to mediation as a condition precedent to binding dispute resolution.

~~**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in~~

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writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 15.4 ARBITRATION

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

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

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

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

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

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SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Access to site.
5. Coordination with occupants.
6. Work restrictions.
7. Specification and drawing conventions.

B. Related Requirements:

1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

2. Section 01 73 29 “Cutting and Patching of interior and exterior existing work.

1.3 PROJECT INFORMATION

A. Project Identification: Roof Replacement and EIFS Exterior Repairs at City of Mobile Technology Center Building.
1. Project Location: 651 Church Street, Mobile, AL 36602

B. Owner: City of Mobile
Owner's Representative: Cassie Boatwright, Director
Real Estate Asset Management

C. Architect: The Architects Group, Inc.
710 Downtowner Boulevard
Mobile, AL 36609

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. The Work shown on the Project Documents.

2. General description of the Work is as follows:
   a. Selective removal of flashing, roofing, sealant and interior finishes.
   b. Repair/replacement of flashing roofing, roof drainage system, sealant and interior finishes.
   c. Repair of EIFS elements.

1) Interior finishes within the Areas of Work.
   a. To include gypsum board, metal stud framing and floor base.
   b. Installation of new framing, gypsum board, painting.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

C. Bidding: The Work shall be bid **without** sales tax.

1.5 DURATION OF CONTRACT

A. The Work shall be Substantially Complete in a total of two hundred (200) calendar days from Notice to Proceed.

1.6 PHASED CONSTRUCTION

A. The Work shall be conducted in a single phase. Refer to Article “Work Restrictions” for project requirements that will limit sequencing and scheduling of the Work.

1.7 WORK BY OWNER

A. Owner shall provide NO work related to this Contract except as follows:
   1. Removal and reinstallation of movable, non-permanently affixed furniture from the work Area. This work may be contracted separately by the Owner.

1.8 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section. Reference also Section 00300, Article 20.

B. Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to the Work Areas.
2. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to the Public, Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
   a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
   b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
3. Coordinate the following site activities with the Owner.
   a. Street and sidewalk access and temporary closure.
   b. Lay down Area
   c. Dumpster location and access.
   d. Worker Access into and through the building.
4. Parking: Shall be across Washington Avenue in the Ben May Library parking areas.

C. Do not interfere or restrict commercial activity near or adjacent to the Site.

D. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.9 COORDINATION WITH OCCUPANTS

A. Owner Occupancy: Owner will occupy the facility during entire construction period, including the interior portions of the Work Area. Availability as Work Areas will be determined by Owner approval of the Project work Schedule. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, and other adjacent occupied or used facilities. Do not close or obstruct walkways, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
2. Provide not less than 72 hours’ notice to Owner of activities that will affect Owner's operations.

1.10 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: All work hours shall be at the discretion of and as approved by the Owner. Work shall be generally performed during normal business working hours except as allowed by the Owner and as indicated herein.
   1. Weekend Hours: As allowed and scheduled at least 72 hours in advance.

a. Interior Work, coordinate with Owner. Exterior work that would physically impact the Interior coordinate with owner
   1) For ALL WORK effecting the interior of the building: Coordinate with Owner.

2. Early Morning Hours: As allowed.
3. Hours for Utility Shutdowns: As allowed.
4. Hours for Grinding, drilling and cutting and other Noisy Construction Activity: As allowed.
5. Owner reserves the right to require modification of scheduled activities, with the Work Areas, that would impact the interior operations of the Owner.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Architect and Owner not less than 72 hours in advance of proposed utility interruptions.
2. Obtain Owner's written permission before proceeding with utility interruptions.

D. Noise and Odors: Coordinate operations with Owner that may result in high levels of noise, odors or other disruption to Owner occupancy.

1. Notify Architect and Owner not less than two days in advance of proposed disruptive operations.
2. Obtain Owner's written permission before proceeding with disruptive operations.

E. Non-Smoking Project Site: Smoking **is not** permitted on the property.

F. Controlled Substances: Use of controlled substances on the property is not permitted.

G. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

H. Access within the Work Areas: Owner personnel shall be present during all construction activities.

I. Access to areas outside the Work Area: Contractor personnel shall not leave the Work Area without the accompaniment by Owner personnel.

J. **Face masks are required** to be worn within the building, whether employees wear them or not.

1.11 SPECIFICATION AND DRAWING CONVENTIONS

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 21 00 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

B. Types of allowances include the following:

1. Material Replacement.

2. Contingency Allowances.

1.3 DEFINITIONS

A. An allowance is a monetary amount or a quantity of a product not otherwise defined by the Contract Documents, but which bidders are required to include in the Contract Sum, and that will be determined after the Owner-Contractor Contract is executed.

B. Include in the Contract Sum all allowances stated in the Contract Documents.

C. Designate in the Schedule of Values the cost of each allowance.

1.4 SELECTION AND PURCHASE

A. At Architect's request, submit proposals for each allowance for use in completing work.

B. Purchase products and systems selected by Architect.

1.5 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances.

B. Submit invoices and/or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance

1.6 INFORMATIONAL SUBMITTALS

A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.7 CONTINGENCY ALLOWANCES

A. Use the contingency allowance only as directed by Architect for Owner's purposes and indicate amounts to be charged to the allowance.

B. Contractor costs for work provided under the Allowance shall include materials, labor, overhead, profit, taxes, insurance, bonds, shipping, delivery, handling at Project site, supplies, installation, cleanup, disposal, all accessories and similar costs related to providing the Work.

C. The Allowance amount shall be identified on the BID FORM and shall be included in the BID FORM Line “Total Bid”.

D. Proposals authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.

E. At Project closeout, credit unused amounts remaining in the allowances to Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

A. Allowance: **Material Replacement of wood roof deck:** Allowance: Include the sum of **Two Thousand, Four Hundred dollars ($2,400.00).**
   1. The Allowance is part of the Base Bid as identified on the Bid Form.
   2. The Allowance amount shall be identified on the Bid Form and shall be included in the Total Bid.

B. Allowance: **Contingency Allowance:** Include the sum of **Four Thousand Seven Hundred Fifty dollars ($4,750.00).**
   1. The Allowance is part of the Base Bid as identified on the Bid Form.
   2. The Allowance amount shall be identified on the Bid Form and shall be included in the Total Bid.

END OF SECTION 01 21 00

SUBSTITUTION REQUEST

Project: _____ Substitution Request Number: _____

_____ From: _____

To: _____ Date: _____

_____ A/E Project Number: _____

Re: _____ Contract For: _____

Specification Title: _____ Description: _____

Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No.: _____

Installer: _____ Address: _____ Phone: _____

History: ☐ New product ☐ 1-4 years old ☐ 5-10 years old ☐ More than 10 years old

Differences between proposed substitution and specified product: _____

_____

_____

☐ Point-by-point comparative data attached — REQUIRED BY A/E

Reason for not providing specified item: _____

_____

Similar Installation:

Project: _____ Architect: Address: _____

Owner: _____

_____ Date Installed: _____

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

_____

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

Proposed substitution changes Contract Time: ☐ No ☐ Yes [Add] [Deduct] _____ days.

Supporting Data Attached: ☐Drawings ☐Product Data ☐ Samples ☐ Tests ☐ Reports ☐ _____

SUBSTITUTION REQUEST

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

_____

Telephone: _____

Attachments: ☐

A/E's REVIEW AND RECOMMENDATION

☐ Approve Substitution - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures.
☐ Approve Substitution as noted - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures.
☐ Reject Substitution - Use specified materials.
☐ Substitution Request received too late - Use specified materials.

Signed by: _____ Date: _____

OWNER'S REVIEW AND ACTION

☐ Substitution approved - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures. Prepare Change Order.
☐ Substitution approved as noted - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures. Prepare Change Order.
☐ Substitution rejected - Use specified materials.

Signed by: _____ Date: _____

Additional Comments: ☐Contractor ☐Subcontractor ☐Supplier ☐Manufacturer ☐A/E

SECTION 01 25 13 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Sections:
1. Divisions 2 through 16 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Substitution Request Form: Use CSI Form 13.1A.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. Certificates and qualification data, where applicable or requested.
g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum.
l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
   a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
   b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
   a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
   b. Substitution request is fully documented and properly submitted.
   c. Requested substitution will not adversely affect Contractor's construction schedule.
   d. Requested substitution has received necessary approvals of authorities having jurisdiction.
   e. Requested substitution is compatible with other portions of the Work.
   f. Requested substitution has been coordinated with other portions of the Work.
   g. Requested substitution provides specified warranty.
   h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
   a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
   b. Requested substitution does not require extensive revisions to the Contract Documents.
   c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
   d. Substitution request is fully documented and properly submitted.
   e. Requested substitution will not adversely affect Contractor's construction schedule.
   f. Requested substitution has received necessary approvals of authorities having jurisdiction.
   g. Requested substitution is compatible with other portions of the Work.
   h. Requested substitution has been coordinated with other portions of the Work.
   i. Requested substitution provides specified warranty.
   j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on Architect’s form.

1.3 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

B. Contractor-Initiated Work Change Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

1.4 ADMINISTRATIVE CHANGE ORDERS

A. Allowance Adjustment: See Section "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Changes Proposal Request, **Architect** will issue a Change Order for signatures of Owner and Contractor on form included in Project Manual.

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:
   1. Section "Summary" for work restrictions and limitations on utility interruptions.

1.3 GENERAL

A. Where local codes or environmental authorities' requirements exceed the standards of this section, the contractor is to include the requirements of such authorities.

1.4 USE CHARGES

A. Water Service: Contractor may connect temporary water to the Owner’s existing water service. Costs related to connection are the responsibility of the Contractor. Water use charges for Contractor use of the existing water service shall be paid by Owner.

B. Electric Power Service: Contractor may connect temporary electrical to the Owner’s existing electrical service. Costs related to connection are the responsibility of the Contractor. Electric use charges for Contractor use of the existing electric service shall be paid by Owner.
   1. Contractor shall provide supplemental electrical service where existing electric power service is not adequate or not available.

1.5 PERMITS

A. Contractor shall obtain and pay for all permits required for connecting temporary utilities.

1.6 INFORMATIONAL SUBMITTALS

A. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

B. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.

1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.

C. Dust- and HVAC Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:

1. Locations of dust-control partitions at each phase of work.
2. Location of proposed air-filtration system discharge.
3. Waste handling procedures.
4. Other dust-control measures.

1.7 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.8 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each temporary use utility service to assume responsibility for operation, maintenance, and protection of each temporary and existing service during its use as a construction facility regardless of previously assigned responsibilities.
1. Coordinate with Owner’s Staff for connection, maintenance, and protection of existing and temporary utilities. Do not make connections, modifications or changes to existing utilities without written approval from Owner.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil (0.25-mm) minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.

2.2 TEMPORARY FACILITIES

A. Storage: Space is limited and shall be determined and assigned by the Owner on an availability basis.

1. Store combustible materials off site.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately, be acceptable to the Owner and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

1. Locate facilities to limit site disturbance.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

C. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity.

1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.

D. Electric Power Service: Provide electric power service of sufficient size, capacity, and power characteristics required for construction operations.

E. Telephone Service: Provide cell phone service for use by all construction personnel.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Provide construction for temporary offices, shops, and sheds according to ASTM E 136. Comply with NFPA 241.
2. Maintain support facilities until Architect schedules a Substantial Completion inspection. Remove before Final Completion.

B. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

C. Parking: Coordinate parking areas for construction personnel with Owner.

D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section "Execution."

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, and waterway contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Section "Summary."

C. Stormwater Control: Do not allow storm water to enter the building. Refer to Section “Preparation for Reroofing” for additional information.

D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

E. Temporary Enclosures: Provide temporary enclosures for protection of existing and new construction from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

F. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.

1. Prohibit smoking on construction site.
2. Prohibit burning of construction and site debris on site.
3. Supervise welding and cutting operations and similar sources of fire ignition according to requirements of authorities having jurisdiction.
   a. Provide continuous fire watch personnel.
4. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.5 MOISTURE AND MOLD CONTROL

A. General: Do not allow moisture to enter the building either from storm water or from construction operations. Remove materials that show signs of moisture damage or have become wet.

3.6 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities.

B. Maintenance: Maintain facilities in good operating condition until removal.

C. Termination and Removal: Remove each temporary facility when need for its service has ended or no later than Substantial Completion. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures."

END OF SECTION

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that

does meet the requirements of the specifications. Submit a comparable product request, if applicable.

1.4 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

    a. Form of Approval: As specified in Section 01 3300 "Submittal Procedures."
    b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01 3300 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

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

2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

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

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
    a. Submit additional documentation required by Architect in order to establish equivalency of proposed products. Evaluation of "or equal" product status is by the Architect, whose determination is final.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
    a. Product may be indicated by the phrase: "Subject to compliance with requirements, provide the following: …"
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:

    a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
    b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

4. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product; or a comparable product by an approved manufacturer if no other manufacturers are listed; or if other manufacturers are listed a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

    a. For approval of products by unnamed manufacturers, comply with requirements in Section 01 25 13 "Substitution Procedures" for substitutions for convenience.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether the proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 01 25 13 "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

B. Submittal Requirements: Approval by the Architect of Contractor's request for use of comparable product is not intended to satisfy other submittal requirements. Comply with specified submittal requirements.

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 73 29 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

B. Related Sections include the following:
   1. Division 1 Section "Selective Demolition" for demolition of selected portions of the building.
   2. Divisions 2 through 16 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:
   1. Primary operational systems and equipment.
   2. Air or smoke barriers.
   3. Fire-suppression systems.
   4. Mechanical systems piping and ducts.
   5. Control systems.
   6. Communication systems.
   7. Conveying systems.
   8. Electrical wiring systems.

C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements include the following:

1. Water, moisture, or vapor barriers.
2. Membranes and flashings.
3. Equipment supports.
4. Piping, ductwork, and equipment.

D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.5 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.
1. Coordinate with Owner to provide manufacturer’s approved roofing work and to assure continuation of existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.

2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
5. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.
3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

1.2 SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit two sets of marked-up Record Prints.
2. Number of Copies: Submit copies of Record Drawings as follows:
   a. Final Submittal: Submit two sets of marked-up Record Prints

B. Record Specifications: Submit two copies of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit two copies of each Product Data submittal.

D. Submit PDF’s of Record Drawings, Record Specifications, Record Change Orders, Requests for Proposal, Documentation of use of Allowances, Product and Contractor’s Warrantees, Product Test Reports, Final Surveys, Record Product Data, etc on 2 discs.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

   a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.

b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.
3. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
4. Identification: As follows:

a. Project name.
b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Architect and Engineer.
e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Completed Test Reports.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION

SECTION 02 41 19 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Removal and reinstallation of components of existing construction when necessary for completion of the Work.

B. Related Requirements:

1. Section 01 10 00 "Summary" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 01 5000 "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for reroofing preparation.
3. Section 01 73 10 "Cutting and Patching”.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.

C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.

D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.5 PREINSTALLATION MEETINGS

A. Pre-demolition Conference: Conduct conference at Project site.

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.
6. Review and finalize protection requirements.
7. Review procedures for noise control, water control, moisture control and dust control.
8. Review items to be removed and reinstalled.
9. Review sealing of air intakes and openings created by demolition.
10. Review governing regulations and requirements for insurance and certificates if applicable.
11. Review conditions that may require notification of Architect before proceeding.
12. Review Owner occupancy of building and site during selective demolition.

1.6 INFORMATIONAL SUBMITTALS

A. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and for noise control, for water and moisture control. Indicate proposed locations and construction of barriers.

B. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination of Owner's continuing occupancy of building and of Owner's partial occupancy of completed Work.

C. Pre-demolition Photographs or Video: Submit before Work begins.

1.7 FIELD CONDITIONS

A. Owner will occupy the building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
   1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

E. Storage of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities and protect them against damage during selective demolition operations.

   1. Maintain fire-protection facilities in service during selective demolition operations.

PART 2 - PRODUCTS

2.1 PEFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

D. In the Area of Work perform or engage a professional engineer to perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure during selective building demolition operations.

1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

E. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs and preconstruction videotapes.

1. Comply with requirements specified in Section "Photographic Documentation".

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems and protect them against damage.

1. Comply with requirements for existing services/systems interruptions specified in Section "Summary."

3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with building occupant continued occupancy of the building and with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to facilities to remain.
1. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
2. Cover and protect furniture, furnishings, and equipment that have not been removed.
3. Comply with requirements for temporary enclosures, dust control, specified in Section 01 5000 "Temporary Facilities and Controls."

C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically.

2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces and occupants. Temporarily cover openings to remain.
3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
4. Maintain adequate ventilation when using cutting torches.
5. Remove demolished materials and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
6. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

B. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during storage.
4. Reinstall items as necessary for completion of the Work. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Removal shall be from the exterior of the building. Using power-driven saw, cut concrete to depth indicated. Neatly trim openings to dimensions indicated. Concrete not removed by direct cutting shall be removed by other means that do not damage concrete indicated to remain. Existing reinforcement, not removed by sawing, shall be cleaned of concrete and remain in place.

B. Masonry: Removal shall be from the exterior of the building. Using power-driven saw, cut masonry to depth indicated. Neatly trim openings to dimensions indicated. Masonry not removed by direct cutting shall be removed by other means that do not damage masonry indicated to remain. Existing reinforcement, not removed by sawing, shall be cleaned of concrete and remain in place.

C. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight. See Section “Preparation for Reroofing” for additional requirements.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.8 SELECTIVE DEMOLITION SCHEDULE

A. Existing Construction to Be Removed: Refer to Drawings for construction to be removed.

B. Existing Items to Be Removed and Reinstalled: Refer to Drawings.

C. Existing Items to Remain: Existing construction not indicated to be demolished or removed.

END OF SECTION

SECTION 06 10 00 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Framing with dimension lumber.
2. Framing with engineered wood products.
3. Wood blocking, cants, and nailers.
4. Wood furring.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements

1.3 INFORMATIONAL SUBMITTALS

A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.

B. Evaluation Reports: For the following, from ICC-ES:

1. Wood-preservative-treated wood.
2. Fire-retardant-treated wood.
3. Engineered wood products.
4. Powder-actuated fasteners.
5. Expansion anchors.
6. Metal framing anchors.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded 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. Provide dressed lumber, S4S, unless otherwise indicated.

B. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal thickness or less, 19 percent for more than 2-inch nominal thickness unless otherwise indicated.

C. Engineered Wood Products: Provide engineered wood products acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that show compliance with building code in effect for Project.

1. Allowable Design Stresses: Provide engineered wood products with allowable design stresses, as published by manufacturer, which meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

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.

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.

2.3 DIMENSION LUMBER FRAMING

1. Application: Interior partitions not indicated as load-bearing.
2. Species:

   a. Southern pine; SPIB.

B. Framing Other Than Non-Load-Bearing Interior Partitions: No. 2 grade.

1. Application: Framing other than interior partitions not indicated as load-bearing.
2. Species:

   a. Southern pine; SPIB.

C. Exposed Framing: Provide material hand-selected for uniformity of appearance and freedom from characteristics, on exposed surfaces and edges, that would impair finish appearance, including decay, honeycomb, knot-holes, shake, splits, torn grain, and wane.

1. Application: Exposed exterior and interior framing.
2. Species and Grade: As indicated above for load-bearing construction of same type.

2.4 ENGINEERED WOOD PRODUCTS

A. Laminated-Veneer Lumber: Structural composite lumber made from wood veneers with grain primarily parallel to member lengths, evaluated and monitored according to ASTM D 5456 and manufactured with an exterior-type adhesive complying with ASTM D 2559. See Drawings for minimum design values.

2.5 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.
3. Cants.
4. Furring.
5. Grounds.

B. For items of dimension lumber size, provide No. 2 grade lumber.

C. For concealed boards, provide lumber with 15 percent maximum moisture content and the following species and grades:

1. Southern pine; No. 2 grade; SPIB.

2.6 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

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 A 153/A 153M.

B. Power-Driven Fasteners: NES NER-272.

C. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.

2.7 METAL FRAMING ANCHORS

A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:

1. Simpson Strong-Tie Co., Inc.

B. Allowable Design Loads: Provide products with allowable design loads, as published by manufacturer that meet or exceed those of basis-of-design products. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

C. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 coating designation.

1. Use for interior locations unless otherwise indicated.

D. Hot-Dip, Heavy-Galvanized Steel Sheet: ASTM A 653/A 653M; structural steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G185 coating designation; and not less than 0.036 inch thick.

1. Use for wood-preservative-treated lumber and where indicated.

2.8 MISCELLANEOUS MATERIALS

A. Sill-Sealer Gaskets: Closed-cell neoprene foam, 1/4 inch thick, selected from manufacturer's standard widths to suit width of sill members indicated.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking and similar supports to comply with requirements for attaching other construction.

B. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.

C. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.

D. Metal Framing Anchors: Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.

E. Do not splice structural members between supports unless otherwise indicated.

F. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

G. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.

H. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. NES NER-272 for power-driven fasteners.

3.2 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.

B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes sufficiently wet that moisture content exceeds that specified, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION

SECTION 07 41 10 – PREFORMED METAL STANDING SEAM ROOFING

PART 1 - GENERAL

PART 2 - RELATED DOCUMENTS

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

B. SUMMARY

C. Section Includes:
1. Standing-seam metal roof assemblies:
   a. Trim, fascia, drip edges, etc.
   b. Flexible sheet underlayment.
   c. Fasteners

D. Related Sections:
1. Flashing and Sheet Metal.
2. Rough Carpentry.
3. Metal Fabrications.

2.2 DEFINITIONS

A. Metal Roof Assembly: Metal roof panels, attachment system components, miscellaneous framing, thermal insulation, and accessories necessary for a complete weathertight roofing system. Metal roof assembly shall be provided by a single source manufacturer. Assembly shall be identified as being supplied, approved and fully warranted by the manufacturer. Any substitutions by the Contractor must be accompanied by a letter from the manufacturer as being approved and warranted by manufacturer. NO EXCEPTIONS.
1. Panel shall NOT be roll-formed on site nor fabricated on a portable roll former. Provide manufactured roofing systems as specified. Manufactured roof system shall be identified as produced on fixed equipment, operated by the manufacturer, with tension leveling and stabilization.

2.3 PERFORMANCE REQUIREMENTS

A. General Performance: Metal roof panels shall comply with performance requirements without failure due to defective manufacture, fabrication, installation, or other defects in construction. Performance is determined by testing manufacturers' standard assemblies similar to those indicated for this project by a qualified testing and inspecting agency.

B. Delegated Design: Design metal roof panel assembly, including comprehensive engineering analysis by a qualified professional engineer registered to practice in the States of Alabama, using

performance requirements and design criteria indicated. Engineer shall be a full-time employee of the manufacturer, not an independent engineer. Demonstrate proof of employment. Use most restrictive criteria.

C. Air Infiltration: Test method - ASTM E 1680 at the following test-pressure difference:

1. Test-Pressure Difference: Results 0.0 leakage @ 20 psf differential pressure.

D. Water Penetration: No water penetration when tested according to ASTM E 1646 at the following test-pressure difference:

1. Test-Pressure Difference: Results 0.0 leakage @ 20 psf differential pressure.

E. Wind-Driven Rain Resistance: Compliance with FBC TAS100.

F. Hydrostatic-Head Resistance: No water penetration when tested according to ASTM E 2140.

G. Wind-Uplift Resistance: Provide metal roof panel assemblies that comply with UL 580 for wind-uplift-resistance class indicated.

1. Uplift Rating: Class 90.

H. FMG Listing: Provide metal roof panels and component materials that comply with requirements in FMG 4471 as part of a panel roofing system and that are listed in FMG's "Approval Guide" for Class 1 or noncombustible construction, as applicable. Identify materials with FMG markings.

1. Fire/Windstorm Classification: Class 1A-90.
2. Hail Resistance: SH.

I. Structural Performance: Provide metal roof panel assemblies capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated, based on testing according to:

1. Uniform wind load capacity: Installed roof system shall withstand positive and negative design wind loading pressures complying with the International Building Code, 2012 Edition, with a maximum system deflection of L/120 and a maximum panel deflection of 0.04%.
2. Structural wind uplift resistance: Roof assembly shall withstand positive and negative air pressure testing in accord with ASTM E1592 using uniform static air pressure testing methods.
3. Concentrated load capacity: System shall withstand a load of 250 lbs. applied to a four sq. in. area located in the center of the panel between stiffener ribs, without buckling of ribs or permanent panel distortion.
4. Impact Resistance:
   Per FBC High Velocity Hurricane Zone requirements.

J. Thermal Movements: Allow for thermal movements resulting from ambient and surface temperature changes. 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.

K. Solar Reflectance: Initial solar reflectance of not less than 0.30 when tested according to ASTM E 903, and maintained, under normal conditions, solar reflectance not less than 0.15 for 3 years after installation.

L. Provide a underlayment directly under metal roof panels.

1. On all surfaces to be covered with metal roofing material, furnish and install a 40 mil Peel & Stick membrane, required as outlined by metal panel manufacturer. Membrane to be a minimum of 40 mil thickness, smooth, non-granular, high temperature. **Basis of design:** Carlisle WIP 300 HT High Temperature Protection Self Adhering Roofing Underlayment. Other acceptable manufacturers include:

   a. W.R Grace "Ice & Water Shield"

   b. Interwrap Titanium PSU-30

   c. Tamko TW Tile and Metal Underlayment.

2.4 SUBMITTALS

A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of roof panel and accessory.

B. Shop Drawings: Produced and engineered by the manufacturer to show fabrication and installation layouts of metal roof panels; details of edge conditions; joints, panel profiles, corners, anchorages, trim, flashings, closures, and accessories; and special details. Distinguish between factory- and field-assembled work.
1. Certification: Shop drawings shall be signed and sealed by an Engineer registered to practice in the States of Alabama and demonstrate proof of employment by the manufacturer of standing seam metal roof.
2. Accessories: Include details of the following items, at a scale of not less than 1-1/2 inches per 12 inches (1:10):
   a. Flashing, eave trim and drip edge, hip and ridge.

C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for the following:
1. Metal Roof Panels: Include reports for air infiltration, water penetration, thermal performance and structural performance. As detailed by all ASTM standard Test Methods and FBC High Velocity Hurricane Zone protocols and standards, indicated under the appropriate titles made part of this specification.

D. Contractor shall provide calculations demonstrating compliance with the performance requirements of this specification and all applicable Codes. Calculations shall be signed and sealed by an Engineer registered to practice in the States of Alabama. Engineer shall be employed by manufacturer of the metal roof panel system.

E. Maintenance Data: For metal roof panels to include in maintenance manuals.

F. Warranties: Applicable warranties as specified in this document.

G. Materials: Submit approval data, test data on all materials that are part of the roofing system, as described within the Contract Documents. Include within the submittals all manufacturer's methods and standards for erection.

H. Standard Colors: Contractor will submit the manufacturer's standard colors for selection by the Architect. Colors shall consist of Kynar 500 or Hylar 5000 Fluorocarbon coating with a top side film thickness of 0.70 to 0.90 mil over a 0.25 to 0.3 mil prime coat to provide a total dry film thickness of 0.95 to 1.25 mil, to meet AAMA 621. Bottom side shall be coated with a primer with a dry film thickness of 0.25 mil. Finish shall conform to all tests for adhesions, flexibility and longevity as specified by Kynar 500 or Hylar 5000 finish supplier.

I. Testing: Contractor shall submit all testing reports for ASTM E 1592-01, ASTM E 1646, ASTM E 1680 (air and water test) at the test results shown in the specification document. Contractor shall submit the appropriate documentation to provide IBC Code Design Compliance.

J. Manufacturer's Qualifications: Requirements for certification noted in Manufacturer's Qualifications under Quality Assurance and AISC Standards.

K. Roofer's Qualifications: Requirements for certification noted in Roofer's Qualifications under Quality Assurance. Roofer shall also submit an affidavit under seal indicating that the roofing contractor is not currently in litigation within the US and has not claims or liabilities pending award of contract.

L. Roofing Contractor Definition: Contractor shall not be identified as the General Contractor providing subcontractors that are not directly certified by the Manufacturer. Manufacturer will not be considered if owner by the Roofing Contractor or General Contractor or both. Conditions for procedure will be based solely on the Roofing Contractor's affiliation with a known, recognized and responsible single source manufacturer who meets the requirements for certification under the design specifications.

2.5 QUALITY ASSURANCE

A. Source Limitations: Obtain each type of metal roof panels through one source from a single manufacturer.

B. Manufacturer's Qualifications: The roof system manufacturer shall meet and provide written certification stating the following:
   1. The manufacturer has been regularly engaged in the fabrication of metal standing seam roof systems for at least ten (10) years, regardless of name change. A brief list of similar projects shall be submitted with the shop drawings.
   2. The manufacturer is a member of the Metal Building Manufacturer's Association (MBMA).
   3. The American Institute of Steel Construction (AISC) currently certifies the manufacturer for Category MB, for both the structural steel and the roof panels.

4. The manufacturer maintains a certified installer program for its products and maintains up-to-date authorized roofing contractor list.
5. The manufacturer has a written warranty covering durability, color and weathertightness of its roof system.
6. Manufacturer shall be identified as a provider of metal roof panel products, and provide proof of financial strengths against warranty liabilities.
7. The manufacturer will provide an approved and certified independent third-party inspection firm. The inspection firm will provide a certificate of compliance in a start-up, in-progress and final inspection mode, certifying that the roof system will be approved to receive a 20-year extended manufacturer's warranty. Recognized approved independent firms will consist of IRWC (Institute of Roofing & Waterproofing Consultants) or RCI (Roof Consultants Institute), or an A-E firm registered with RCI as an RRC.

C. Roofer's Qualifications:
1. Installation of metal roof panel and roof related accessories shall be performed by roofers, preferred, certified and authorized by the manufacturer as trained and qualified to erect the manufacturer's product. Certification of the contractor cannot exceed three (3) years from date of original certification without proof of re-certification from the manufacturer. Roofing contractor must provide a certified Project Manager, full time throughout the duration of the roofing installation. The Project Manager will represent the certification program provided by the manufacturer, representing the correct standards and procedures as detailed by the manufacturer's specifications and designs.
2. Roofing contractor must submit a letter from the manufacturer of the metal panel roof system certifying the date of certification from the manufacturer and the dates and year the roofing contractor attended school for certification or re-certification.
3. Maintain a minimum of $1,000,000 general liability coverage for each loss and/or provide Certificate of Insurance for Full Value of the project as directed by the Architect/Owner or Owner's representative.
4. Maintain sufficient worker's compensation coverage as mandated by law.
5. Have no viable claims pending, regardless of negligent acts, defective workmanship on previously performed or current projects.
6. Have not filed for protection from creditors under any state or federal insolvency or debtor relief statues or codes.
7. Have installed five (5) projects of similar scope and magnitude that have been in service for a minimum of 2 years with satisfactory performance of the entire roof system.
8. Installer must execute 100% of roof system installation, utilizing employees that are confirmed as full-time employees of the Contractor. Second and third tier subcontractors for the installation of the Work in this section shall NOT be permitted.
9. Installer shall be identified as "Primary Source of Business" for metal panel roof system.

D. Pre-installation Conference: Conduct conference at project site to comply with requirements in Division 1 Section "Project Management and Coordination". Review methods and procedures related to metal roof panel assemblies including, but not limited to, the following:
1. Meet with Owner, Architect, metal roof panel installer, metal roof panel manufacturer's representative if applicable, and installers whose work interfaces with or affects metal roof panels including installers of roof accessories and roof-mounted equipment.
2. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.

3. Review methods and procedures related to metal roof panel installation, including manufacturer's written instructions.
4. Review structural loading limitations.
5. Review flashing, special roof details and condition of other construction that will affect metal roof panels.
6. Review governing regulations and requirements for insurance, certificates and testing and inspecting if applicable.
7. Review temporary protection requirements for metal roof panel assembly during and after installation.
8. Review roof observation and repair procedures after metal roof panel installation.
9. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.

E. Design Criteria:
1. Design criteria shall be used to follow the standards established within the industry as listed below:
   a. Manual of Steel Construction, American Institute of Steel Construction (AISC-Current Publication).
   b. Cold-Formed Steel Design Manual, American Iron and Steel Institute (NASPEC 2001).
   c. Low Rise Metal Building Systems Manual, American Iron and Steel Institute – 2001 Edition.
   d. Provide engineered drawings subject to current IC 2000 and FBC.
   e. Test for Wind Uplift Resistance of Roof Assemblies (Current Edition) ASTM 1592-01 or UL 90, UL 580 or FM 4471 at wind speeds shown on structural drawings.
   f. Design Loads, IBC 2012 or FBC and in compliance with ASCE 7-98 for calculations complying with standards listed in MBMA.

F. Design Loads:
1. Design loads shall be developed using the procedures contained in "Design Practices and Building Practices" commentary in the MBMA current publication, Low Rise Metal Building Systems Manual. The following data shall be used in developing design loads in addition to dead loads:
   a. Wind Loads: Roof system shall be designed for wind loads per IBC 2012, ASTM 1592, UL580, UL 1897 and FM 4471.
   b. Impact loads per FBC.
   c. Combination of normal load and auxiliary loads or design purposes shall be as prescribed and recommended in IBC 2012 and FBC whichever is more stringent.
   d. Rainfall Intensity: All flashings and components are to be designed for 150% maximum rainfall for Mobile, per SMACNA Table 1-2. Manufacturer must comply with SMACNA or risk removal and correction at their expense. All seams, breaks, etc. must be part of manufacturer's "Total System" warranty, in all respects.

2.6 DELIVERY, STORAGE AND HANDLING

A. Deliver components, sheets, metal roof panels and other manufactured items so as not to be damaged or deformed. Package metal roof panels for protection during transportation and handling.

B. Unload, store and erect metal roof panels in a manner to prevent bending, warping, twisting and surface damage.

C. Stack metal roof panels on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal roof panels to ensure dryness. Do not store metal roof panels in contact with other materials that might cause staining, denting or other surface damage.
   1. Do not load structure with panels in a manner that will cause failure of structural system.

D. Protect strippable protective covering on metal roof panels from exposure to sunlight and high humidity, except to extent necessary for period of metal roof panel installation.

E. Protect foam-plastic insulation as follows:
   1. Do not expose to sunlight, except to extent necessary for period of installation and concealment.
   2. Protect against ignition at all times. Do not deliver foam-plastic insulation materials to Project site before installation time.
   3. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

2.7 PROJECT CONDITIONS

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

B. Field Measurements: Verify locations of roof framing and roof opening dimensions by field measurement before metal roof panel fabrication and indicate measurements on Shop Drawings.
   1. Established Dimensions: Where field measurements cannot be made without delaying the Work, either establish framing and opening dimensions and proceed with fabricating metal roof panels without field measurements, or allow for field-trimming of panels. Coordinate roof construction to ensure that actual building dimensions, locations of structural members and openings correspond to established dimensions.

2.8 COORDINATION

A. Coordinate metal panel roof assemblies with adjoining work to provide a leakproof, secure and noncorrosive installation.

2.9 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal roof panel assemblies 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, metal finishes and other materials beyond normal weathering.

2. Warranty Period: Twenty (20) years from date of Final Inspection.

B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal roof panels that show evidence of deterioration of factory-applied finishes within specified warranty period.

1. Finish Warranty Period: Twenty (20) years from date of Final Inspection.

C. Special Weathertightness Warranty for Standing Seam Metal Roof Panels: The entire installation (clips, panels, fasteners, curbs, rakes, eave, ridge valley flashing conditions, roof to wall conditions as well as all materials specified as supplied by the manufacturer) shall be guaranteed weathertight for a minimum of twenty (20) years. Provide written warranty, signed by metal roofing manufacturer and his authorized installer, agreeing to replace/repair defective materials and workmanship during the warranty period. This warranty shall be identified as neither Non-Depreciating, Non-Prorated nor have exclusions that identify valleys, curbs and flashings. Warranty shall be limited to the value of the installed roof assembly, including all materials and labor. Warranty shall be signed by the manufacturer of the roofing materials and the authorized installer. Manufacturer may not exceed the two year time period associated with the last reported repair. Manufacturers indicating ten year weathertight agreements between roofing contractor and the manufacturer shall not be accepted. Portable roll forming by the contractor, designated as the "roofer" or "manufacturer" shall not be accepted. Use of any portable roll former shall not be accepted. Architect reserves the right to inspect, determine and ascertain the validity of the "manufacturer", listed as an AISC member and shall reject non-certified AISC products.

1. Warranty Period: Twenty (20) years from date of Substantial Completion. Total System.
2. Warranty Period: Twenty (20) years from date of Substantial Completion: Kynar 500/ Hylar 5000.

PART 3 - PRODUCTS

3.1 SYSTEM DESCRIPTION

A. System Description – The roof system is a concealed fastener interlocking standing seam system with thermal spacer blocks between support and panel.

1. Roof panels shall be standing seam interlocking design and secured to the supports with a concealed structural fastening system.
2. The concealed attachment system shall eliminate all through-penetration of the exposed roofing surface into structural supports, except at fixed locations and allow the roof covering to move independently of any differential thermal movement by the framing system.
3. The panel to structural clip shall be designed to provide thermal movement as required by Performance Requirements of this Specification.
4. The standing seam shall have integral male and female interlocking ribs with a factory applied, non-hardening sealant, and the seams shall be continuously locked or crimped together by mechanical means during installation. As described in the panel section of this documents.

5. Roof panels shall be fastened to the support framing members with a concealed clip or backing device of steel having a protective metallic coating. Through-penetration of the roofing surface by exposed fasteners shall occur only for non-structural connection at panel termination and roof perimeter flashing location. Fasteners shall be capped stainless steel cupped hex washer head. Premium roof fasteners shall be on all warranted roofs and all pre-finished roofs. Fasteners shall have EPDM washer head screws, for panel to secondary framing.
6. Panel termination and perimeter flashing (attached to roof panels) shall be sealed with sealant provided, supplied and warranted by the manufacturer.
7. Required closures shall be metal. Non-metal closures shall not be acceptable.

3.2 MATERIALS – GENERAL

A. Panels shall consist of (minimum 24 gauge), AZ 50 Galvalume having a 50 ksi Yield Point and a 50,000 tensile strength for both architectural structural or structural standing seam panels. Panel rib shall not be less than 1 3/4” vertical height, with factory-applied sealant in the female portion of the vertical rib of the leg.

3.3 MANUFACTURERS

A. Standing Seam Panel: The following manufacturers shall conform to the design criteria stated in the body of this specification. **Basis of Design**: Snap-Clad, PAC-CAD by Petersen Aluminum Corp., 18” panel. Panel shall be mechanically seamed to provide the ASTM criteria set forth in the body of this specification.

B. Products: Subject to compliance with requirements provide one of the products specified.

3.4 PANEL MATERIALS

A. The standing seam panel shall be 18” in width with a 1 3/4” high vertical rib, joined at the side-lap with an interlocking seam. The female panel seam shall have factory applied sealant. End-laps, roof flashing laps, ridges, and eave closures are sealed with tape mastic. The material must be non-staining, non-corrosive, non-toxic and non-volatile. Service temperature is -60 deg F to +212 deg F.

Metallic-Coated Steel Sheet: Restricted flatness steel sheet metallic coated by the hot-dip process and preprinted by the coil-coating process to comply with ASTM A 755/A 755M.

1. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 (Z275) coating designation; structural quality.

2. Surface: Smooth, flat.

3. Exposed Coil-Coated Finish:

4. Finish shall be Kynar 500 or Hylar 5000 Fluorocarbon coating with a top side film thickness of 0.70 to 0.90 mil over a 0.25 to 0.3 mil prime coat to provide a total dry film thickness of 0.95 to 1.25 mil, to meet AAMA 621. Bottom side shall be coated with a primer with a dry film thickness of 0.25 mil. Finish shall conform to all tests for adhesions, flexibility and longevity as specified by Kynar 500 or Hylar 5000 finish supplier.

5. Concealed Finish: Apply pretreatment and manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil (0.013 mm).

3.5 STANDING SEAM METAL ROOF PANELS

A. General: Provide factory-formed metal roof panels designed to be field assembled by lapping and interconnecting raised side edges of adjacent panels with joint type indicated and mechanically attaching panels to supports using concealed clips in side laps. Include clips, cleats, pressure plates, and accessories required for weathertight installation.
   1. Steel Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1592-01, over opening framing or provide calculations for all Zones as required to comply with ASTM E 1592-01.

B. Seam Sealant: Factory applied to provide -60 def F to +220 deg F.

C. Panel Clips shall provide for thermal expansion a minimum of 1-1/4” expansion.
   1. Material: Two-part assemblies for the two piece clips, consisting of 24 gauge aluminum coated steel. The base of the clip shall be die-formed of 18 gauge zinc-coated (galvanized) steel.

D. Panel Coverage: 18 inches.

E. Panel Height shall not be less than 1 3/4”.

F. Uplift Rating: UL 90 and in accordance with IBC 2012 and FBC codes.

3.6 ACCESSORIES

A. Roof Panel Accessories: Provide components required for a complete metal roof panel assembly including trim, copings, fascia, corner units, ridge closures, clips, flashings, sealants, gaskets, fillers, closure strips and similar items. Match material and finish of metal roof panels, unless otherwise indicated.

B. Flashing and Trim:
   1. Drip Edges: Provide drip edges fabricated from material matching color and finish of metal roof panels.

C. Fasteners:
   1. All fasteners are to be by the manufacturer’s specification for “Premium” fasteners that shall be supplied and warranted by the manufacturer.

3.7 FABRICATION

A. General: Fabricate and finish metal roof panels and accessories at the factory to greatest extent possible, 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.

3.8 FINISHES, GENERAL

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved samples and are assembled or installed to minimize contrast.

PART 4 - EXECUTION

4.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal roof panel supports, and other conditions affecting performance of the Work.

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

4.2 PREPARATION

A. Clean substrates of substances harmful to insulation, including removing projections capable of interfering with insulation attachment.

B. Miscellaneous Framing: Install secondary framing, eave angles, furring, and other miscellaneous roof panel support members and anchorage according to metal roof panel manufacturer's written instructions.

4.3 METAL ROOF PANEL INSTALLATION, GENERAL

A. General: Provide metal roof panels of full length from eave to ridge, unless otherwise indicated or restricted by shipping limitations. Anchor metal roof panels and other components of the Work securely in place, with provisions for thermal and structural movement.
   1. Field cutting of metal roof panels by torch is NOT permitted.
   2. Rigidly fasten eave end of metal roof panels and allow ridge end free movement due to thermal expansion and contraction. Predrill panels.
   3. Provide metal closures at peaks, rake walls and each side of ridge caps.
   4. Flashing and seal metal roof panels with weather closures at eaves, rakes and at perimeter of all openings. Fasten with self-tapping screws.
   5. Locate and space fastenings in uniform vertical and horizontal alignment.
   6. Install ridge caps as metal roof panel work proceeds.
   7. Lap metal flashing over metal roof panels to allow moisture to run over and off the material.
   8. Install insulation spacers, if required, at edges, rakes and eaves.

B. Fasteners:
   1. Steel Roof Panels: Use stainless-steel fasteners.

C. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by metal roof panel manufacturer.

D. Joint Sealers: Install gaskets, joint fillers and sealants where indicated and where required for weatherproof performance of metal roof panel assemblies. Provide types of gaskets, fillers, and sealants indicated or, if not indicated, types recommended by metal roof panel manufacturer.
   1. Seal metal roof panel end laps with double beads of tape or sealant, full width of panel. Seal side joints where recommended by metal roof panel manufacturer.

4.4 FLEXIBLE SHEET UNDERLAYMENT INSTALLATION

A. Prepare roof deck surface by removing all loose objects, dirt, dust and debris.

B. Install flexible roof underlayment directly over roof deck or as designed by manufacturer for moisture control. Meet ASHRAE and Dew Point conditions or meet the requirements of the insulation provided by the manufacturer and their warranty.

C. Install only when roof deck is dry and air temperature is 40 deg F or higher.

D. Provide overlaps as follows:
   1. End Laps: 6 inches (150 mm).
   2. Side Laps: 3-1/2 inches (87.5 mm).

4.5 FIELD-ASSEMBLED METAL ROOF PANEL INSTALLATION

A. Standing-Seam Metal Roof Panels: Fasten metal roof panels to supports with concealed clips at each standing seam joint at location, spacing and with fasteners recommended by manufacturer.
   1. Install clips to supports with self-tapping fasteners.
   2. Install pressure plates at locations indicated in manufacturer's written installation instructions.

4.6 ACCESSORY INSTALLATION

A. General: Install accessories with positive anchorage to building and weathertight mounting and provide for thermal expansion. Coordinate installation with flashings and other components.

B. Install components required for a complete metal roof panel assembly including trim, copings, ridge closures, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.

C. 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 will be permanently watertight and weather resistant.

D. Install exposed flashing and trim that is without excessive oil canning, buckling and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance.

E. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet (3 m) with no joints allowed within 24 inches (600 mm) of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently weather resistant and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with mastic sealant (concealed within joints).

4.7 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage the services of an independent certified inspector with RCI/RA or RRO (Registered roof Observer) to perform all required field and final roof system inspections. A field copy report of all inspections shall be provided to the Architect/Owner representative.

B. Remove and replace applications of metal roof panels where inspections indicate that they do not comply with specified requirements.

C. Additional inspections, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements. Any final warranty inspections, resulting in remedial action to complete the warranty documentation will require a final inspection by the independent third party inspector, at the expense of the Certified Roofing Contractor. This report

will remain with the Owner and Architect, indicating all issues/discrepancies reported during the warranty inspection, have been resolved and the warranty is clear and free of all defects, deficiencies noted in the final warranty inspection report. Final payment shall follow the receipt of the final report having been reviewed/received by the Architect.

4.8 CLEANING

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

B. Replace metal roof panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION

SECTION 07 55 20 - SBS-MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:

1. Two-ply SBS-modified bituminous membrane roofing.
2. Roof insulation.

B. Related Sections include the following:

1. Division 06 10 00 "Rough Carpentry" for wood nailers, curbs, and blocking.
2. Division 07 62 00 "Sheet Metal Flashing and Trim".
3. Division 22 42 30 “Storm Drainage Piping Specialties" for roof drains and piping.

1.3 DEFINITIONS

A. Roofing Terminology: Refer to ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.
1. Where specific definitions are provided in this Section, these definitions shall apply in lieu of the indicated ASTM and NRCA definitions.

B. Membrane Roofing (System): In additions to definitions provided in ASTM and NRCA, Roof Membrane System shall include the Roofing Membrane Assembly, liquid flashing, substrate board, insulation, cover board and all other components of the Work specified in this Section and required by the Roofing Manufacturer for compliance with Articles “Performance Requirements” and “Warranty”.

C. Roof Membrane Assembly: A roof membrane assembly consisting of two plies of a prefabricated, reinforced, homogeneous Styrene-Butadiene-Styrene (SBS) block copolymer modified asphalt membrane, applied over a prepared substrate. Both reinforcement mats shall be impregnated/saturated and coated each side with an SBS modified bitumen blend. The cross sectional area of the sheet material shall contain no oxidized or non-SBS modified bitumen.

1.4 PERFORMANCE REQUIREMENTS

A. General: Provide installed roofing membrane, base flashings and flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, or installation.

B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.

C. Membrane Roofing System Uplift Design: Provide a roofing system that is identical to systems that have been successfully tested by a qualified testing and inspecting agency to resist uplift pressure calculated according to ASCE 7.

1. Uplift Pressures for Corner, Perimeter, and Field of Roof: Per ASCE 7, IBC 2012.

D. FMG Listing: When required by Owner's insurance requirements, provide roofing membrane, base flashings, and component materials that comply with requirements in FMG 4450 and FMG 4470 as part of a roofing system and that are listed in FMG's "Approval Guide" for Class 1 or noncombustible construction, as applicable. Identify materials with FMG markings.

1. Fire Classification: Class 1A.
2. Hail Resistance: SH.
3. Wind Storm Classification: FMG tested systems may be used, subject to submittal of data confirming that he proposed system provides the uplift design resistance equal to or greater than the 'Design Uplift Pressures' indicated, with 'Safety Factor to be Applied to Calculated Design Uplift Pressures' as described in Article "Performance Requirements", Paragraph "Membrane Roofing System Design".

E. Membrane Roofing System Design: Provide a roofing system that is identical to systems that have been successfully tested by a qualified testing and inspecting agency to resist the Calculated Design Uplift Pressures, multiplied by the indicated safety factor.
1. Calculated Corner, Perimeter, and Field Design Uplift Pressure: Pressures have been determined in accordance with ASCE 7
2. Safety Factor to be Applied to Calculated Design Uplift Pressures: 2.0

F. Energy Performance: Provide roofing system with initial Solar Reflectance Index not less than 78 when calculated according to ASTM E 1980 based on testing identical products by a qualified testing agency.

G. Provide membrane sheet and cap sheet assembly that is identical to assemblies that have been successfully tested by a qualified testing and inspecting agency for compliance with the following requirements:
1. ASTM D 5849 Resistance to Cyclic Joint Displacement (fatigue) at 14°F (-10°C). Results shall show no signs of membrane cracking or interply delamination after 500 cycles in an un-aged specimen and 200 cycles in a specimen after heat conditioning performed in accordance with ASTM D 5147.

2. The assembly shall possess waterproofing capability, such that exposure of installed roofing membrane sheet for long periods of time, will result in no detriment to the watertight integrity of the entire roof assembly.

H. IBC Compliance: Provide roofing membrane, base flashings, and component materials that comply with requirements with the following:
1. Physical properties: ASTM G 152, ASTM G155 or ASTM G 154.
2. Fire Classification: Class A.

1.5 SUBMITTALS

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

B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other Work.

1. Base flashings, cants, and membrane terminations.
2. Tapered insulation, including slopes.
3. Crickets, saddles, and tapered edge strips, including slopes.
4. Insulation fastening patterns.
5. Submit installation details for new overflow roof drain.

C. Samples for Verification: For the following products:

1. 12-by-12-inch (300-by-300-mm) square of each sheet material specified or intended for use.
2. 12-by-12-inch (300-by-300-mm) square of each roof insulation, cover board, and substrate board.
3. 12-by-12-inch (300-by-300-mm) square of walkway pad or walkway cap sheet.
4. Six insulation fasteners of each type, length, and finish.

D. Installer Certificates: Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install roofing system.

E. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.

1. Submit evidence of Roofing System compliance with performance requirements including test reports, engineering analysis and evaluation reports.

F. Qualification Data: For Installer and manufacturer

G. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of roofing system to verify compliance with requirements specified in "Performance Requirements" Article and “Quality Assurance” article.

H. Research/Evaluation Reports: For components of roofing system.

I. Maintenance Data: For roofing system to include in maintenance manuals.
   1. Include manufacturer’s recommendations for cleaning roof membrane to maintain Solar Reflectance Index.

J. Warranties: Special warranties specified in this Section.

K. Inspection Report(s): Copy of roofing system manufacturer's inspection reports.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's warranty.

B. Source Limitations: Obtain components for roofing system from roofing membrane manufacturer.

C. Fire-Test-Response Characteristics: Provide roofing materials with the fire-test-response characteristics indicated as determined by testing identical products per test method below by UL, FMG, or another testing and inspecting agency acceptable to authorities having jurisdiction. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.

   1. Exterior Fire-Test Exposure: Class **A**; ASTM E 108, for application and roof slopes indicated.

D. ASTM D 5849 Resistance to Cyclic Joint Displacement: Provide preconstruction and Field Quality Control Testing.
   1. Pre-Construction testing shall be completed not more than 24 months prior to beginning of roof membrane installation and shall be based on manufacturer’s standard products.
   2. Field Quality Control testing shall be as described in Article ‘Field Quality Control’.

E. Preinstallation Conference:
   1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
   2. Review methods and procedures related to roofing installation, including manufacturer's written instructions
   3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
   4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
   5. Review structural loading limitations of roof deck during and after roofing.
   6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
   7. Review governing regulations and requirements for insurance and certificates if applicable.

8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.
10. At conclusion of meeting prepare a written report indicating actions taken and decisions made at this pre-roofing conference. Copies shall be distributed in accordance with Section Submittal Procedure.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storage.

B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.

1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.

C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.

D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

1.8 PROJECT CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.9 WARRANTY

A. Special Warranty: Manufacturer's standard form, with amendments as required to include requirements of Article “Performance Requirements”, without monetary limitation, in which manufacturer agrees to repair or replace components of Membrane Roofing System that fail in materials or workmanship, including but not limited to failure of the installation to be in accordance with manufacturer’s approved installation instructions, within specified warranty period. Failure includes roof leaks.

1. Special warranty includes roof membrane assembly, base flashings, roofing membrane accessories, roof insulation, fasteners, cover boards, substrate board, walkway products, sealants, liquid flashing and other components of roofing system specified here in and required for a watertight assembly.

2. Warranty Period: 15 years from date of Substantial Completion.

B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering Work of this Section, including all components of roofing system such as roofing membrane, base flashing, roof insulation, fasteners, cover boards, substrate boards, walkway products, sealants and other components of roofing system specified herein for the warranty period.

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

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. SBS-Modified Bituminous Membrane Roofing:
   a. GAF Materials Corporation.
   b. Garland Co., Inc. (The).
   c. Johns Manville International, Inc.
   d. Siplast, Inc.
   e. Soprema Roofing and Waterproofing Inc.

B. In other Part 2 articles where titles below introduce lists, the following requirements apply for product selection:

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products specified.
2. Products: Subject to compliance with requirements, provide one of the products specified.
3. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the manufacturers specified.
4. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

2.2 SBS-MODIFIED ASPHALT-SHEET MATERIALS

A. Roofing Membrane Sheet: ASTM D 6164, Grade S, Type I or II, polyester-reinforced; or ASTM D 6163, Grade S, Type I or II, glass-fiber-reinforced; or ASTM D 6162, Grade S, Type I or II, composite polyester- and glass-fiber-reinforced, SBS-modified asphalt sheet; smooth surfaced; suitable for application method specified.

B. Roofing Membrane Cap Sheet: ASTM D 6164, Grade G, Type I or II, polyester-reinforced; or ASTM D 6163, Grade G, Type I or II, glass-fiber-reinforced; or ASTM D 6162, Grade G,

Type I or II, composite polyester- and glass-fiber-reinforced, SBS-modified asphalt sheet; granular surfaced; suitable for application method specified, and as follows:

1. Color: White.

2.3 BASE FLASHING SHEET MATERIALS

A. Backer Sheet: ASTM D 6164, Grade S, Type I or II, polyester-reinforced; or ASTM D 6163, Grade S, Type I or II, glass-fiber-reinforced; or ASTM D 6162, Grade S, Type I or II, composite polyester- and glass-fiber-reinforced, SBS-modified asphalt sheet; smooth surfaced; suitable for application method specified.

B. Flashing Sheet: ASTM D 6164, Grade G, Type I or II, polyester-reinforced; or ASTM D 6163, Grade G, Type I or II, glass-fiber-reinforced; or ASTM D 6162, Grade G, Type I or II, composite polyester- and glass-fiber-reinforced, SBS-modified asphalt sheet; granular surfaced; suitable for application method specified, and as follows:

1. Color: Match roofing.

C. Flashing Sheet: ASTM D 6298, glass-fiber-reinforced, SBS-modified asphalt sheet; metal-foil surfaced; suitable for application method specified, and as follows:

1. Foil Surfacing: Aluminum.

D. Glass-Fiber Fabric: Woven glass-fiber cloth, treated with asphalt, complying with ASTM D 1668, Type I.

2.4 AUXILIARY ROOFING MEMBRANE MATERIALS

A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing membrane.
   1. Liquid-type auxiliary materials shall comply with manufacturer's standard.
   2. Adhesives and sealants shall comply with the manufacturer's standard:
      a. Plastic Foam Adhesives:
      b. Gypsum Board and Panel Adhesives:
      c. Multipurpose Construction Adhesives:
      d. Fiberglass Adhesives:
      e. Contact Adhesive:
      f. Other Adhesives:
      g. Nonmembrane Roof Sealants:
      h. Sealant Primers for Nonporous Substrates:
      i. Sealant Primers for Porous Substrates:

B. Asphalt Primer: ASTM D 41.

C. Roofing Asphalt: ASTM D 6152, SEBS modified.

D. Cold-Applied Adhesive: Roofing system manufacturer's standard asphalt-based, one- or two-part, asbestos-free, cold-applied adhesive specially formulated for compatibility and use with roofing membrane and base flashings.

E. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required by roofing system manufacturer for application.

F. Mastic Sealant: Polyisobutylene, plain or modified bitumen, nonhardening, nonmigrating, nonskinning, and nondrying.

G. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening roofing membrane components to substrate, tested by manufacturer for required pullout strength, and acceptable to roofing system manufacturer.
   1. Where fastening is required into wood or masonry provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M or of Type 304 stainless steel.

H. Metal Flashing Sheet: Metal flashing sheet is specified in Division 7 Section "Sheet Metal Flashing and Trim."

I. Liquid Flashing System: Manufacturer’s proprietary specialty flashing system consisting of a liquid-applied, fully reinforced, membrane installed over a prepared or primed substrate. The flashing system consists of a primer, basecoat and topcoat, combined with a non-woven polyester fleece. The liquid flashing system shall be installed as a component of the Roof Membrane Assembly and in combination with specific flashing details.

J. Miscellaneous Accessories: Provide miscellaneous accessories recommended by roofing system manufacturer.

2.5 SUBSTRATE BOARDS

A. General: Use as directed by roofing manufacturer for compliance with requirements of Article “Performance Requirements”.
   1. Use to provide thermal barrier between foam insulation and building interior in accordance with IBC.

B. Substrate Board: ASTM C 1177/C 1177M, glass-mat, water-resistant gypsum substrate, Type X, 5/8 inch (16 mm) thick.

   1. Available Product: Subject to compliance with requirements, provide "Dens-Deck" by Georgia-Pacific Corporation.

C. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening substrate panel to roof deck.

2.6 ROOF INSULATION

A. General: Provide preformed roof insulation boards that comply with requirements, referenced standards and Articles “Performance Requirements” and “Warranty”.
   a. Maximum size of insulation board shall 4 ft x 4 ft.
   b. Minimum Total R-Value: 30.
   c. Minimum Total Assembly (substrate and cover boards plus insulation) Thickness: 4 inches.

B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, felt or glass-fiber mat facer on both major surfaces.

C. Tapered Insulation: Provide factory-tapered insulation boards fabricated to slope as indicated.

D. Spray Foam Insulation: Provide low rise polyurethane foam adhesive compatible with other components of Roof Membrane System.

E. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.

2.7 INSULATION ACCESSORIES

A. General: Roof insulation accessories recommended by insulation manufacturer for intended use, compatible with membrane roofing and compliant with Articles “Performance Requirements” and “Warranty”.

B. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.

C. Cold Fluid-Applied Adhesive: Manufacturer's standard cold fluid-applied adhesive formulated to adhere roof insulation to substrate.

D. Spray Foam Adhesive: Manufacturer's standard low rise foam adhesive formulated to adhere roof insulation to substrate and cover board to insulation.

E. Insulation Cant Strips: ASTM C 728, perlite insulation board.

F. Wood Nailer Strips: Comply with requirements in Division 6 Section "Rough Carpentry."

G. Tapered Edge Strips: ASTM C 728, perlite insulation board.

H. Cover Board:
   1. ASTM C 1177/C 1177M, glass-mat, water-resistant gypsum substrate, min 5/8 inch thick x 4ft x 4ft.
      a. Product: Subject to compliance with requirements, provided "Dens-Deck" by Georgia-Pacific Corporation.

I. Substrate Joint Tape: 6- or 8-inch- (150- or 200-mm-) wide, coated, glass-fiber joint tape.

2.8 WALKWAYS

A. Walkway Cap Sheet Strips: ASTM D 6164, Grade G, Type I or II, polyester-reinforced, ASTM D 6163, Grade G, Type I or II, glass-fiber-reinforced or ASTM D 6162, Grade G, Type I or II, composite polyester- and glass-fiber-reinforced, SBS-modified asphalt sheet; granular surfaced; suitable for application method specified, and as follows:

1. Granule Color: Match membrane roofing.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:

1. Verify that roof openings and penetrations are in place and set and braced and that roof drains are securely clamped in place.
2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and nailers match thicknesses of insulation.
3. Verify that deck is securely fastened with no projecting fasteners and with no adjacent units in excess of 1/16 inch (1.6 mm) out of plane relative to adjoining deck.
4. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.

B. Prevent materials from entering and clogging drains and conductors and from spilling or migrating onto surfaces of other construction.

3.3 SUBSTRATE BOARD INSTALLATION

A. General:
1. Install substrate boards where required by roofing manufacturer for compliance with requirements of Article “Performance Requirements”.
2. Install substrate board on acoustical deck when insulation installed over perforated metal deck requires a thermal barrier in accordance with IBC.

B. Install substrate board with long joints in continuous straight lines, perpendicular to roof slopes with end joints staggered between rows. Board edges parallel to roof deck shall be centered on deck ribs. Tightly butt substrate boards together.
   1. Fasten substrate board to top flanges of steel deck to resist uplift pressure at corners, perimeter, and field of roof according to roofing system manufacturer's written instructions.

3.4 INSULATION INSTALLATION

A. Comply with roofing system manufacturer's written instructions and the following for installing roof insulation.
   1. Subject to compliance with requirements install insulation in one of the following configurations:
      a. When total insulation thickness is (4) four inches or less, install insulation in minimum of 2 layers with each layer loose laid. All insulation joints shall be filled with low rise foam insulation and cover board installed immediately and mechanically anchored through insulation to metal deck.
      b. When total insulation thickness exceeds (4) inches install first layer of insulation, not to exceed 4 inches in thickness, mechanically anchored to metal deck. Subsequent layers shall be not less than one (1) inch or more than four (4) inches in thickness and shall be installed adhesively. All insulation joints shall be filled with low rise foam insulation. Install cover board adhesively over final layer of insulation.

B. Insulation Cant Strips: Install and secure preformed 45-degree insulation cant strips at junctures of roofing membrane system with vertical surfaces or angle changes greater than 45 degrees.

C. Install tapered insulation under area of roofing to conform to slopes indicated. Install cover board over tapered insulation.

D. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Stagger all joints minimum 6 inches in each direction from substrate board joints.
   1. Cut insulation with tools resulting in smooth square edges.

   2. Cut and fit insulation tight to nailers, projections, and penetrations.

   3. For each layer of insulation fill gaps between insulation boards and between insulation boards and other work with spray foam insulation.

E. Install one or more layers of insulation under area of roofing to achieve required thickness. Where overall insulation thickness is 1-1/2 inches (38 mm) or greater, install 2 or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches (150 mm) in each direction.
   1. Install long joints parallel to deck and centered on deck rib.

F. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.

G. Install tapered edge strips at perimeter edges of roof that do not terminate at vertical surfaces.

H. Adhered Insulation: Install insulation and adhere to substrate as follows:
1. Immediately after placement of board apply evenly distributed non-moving weight onto top of each layer of insulation or cover board. Apply and distribute weight to provide full contact between surfaces being adhered. Maintain weight in place until adhesive or asphalt bond is complete. Do not stand, walk on or otherwise cause displace of board.

I. Mechanically Fastened Insulation: Install insulation and secure to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.

1. Fasten insulation according to requirements in FMG's "Approval Guide" for specified Windstorm Resistance Classification.
2. Fasten insulation to resist uplift pressure at corners, perimeter, and field of roof.

J. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Stagger joints from joints in insulation below a minimum of 6 inches (150 mm) in each direction. Loosely butt cover boards together. Tape joints if required by roofing system manufacturer.
1. Fasten to resist uplift pressure at corners, perimeter, and field of roof.

3.5 ROOFING MEMBRANE INSTALLATION, GENERAL

A. Install roofing membrane system according to roofing system manufacturer's written instructions and applicable recommendations of ARMA/NRCA's "Quality Control Guidelines for the Application of Polymer Modified Bitumen Roofing."
1. Roof Membrane assembly: Install modified bituminous roofing membrane sheet and cap sheet in one of the following configurations:
a. Adhere to substrate in cold-applied adhesive.
b. Adhered to substrate by use of self adhering membrane.
1) Membrane sheet shall be protected from construction traffic until cap sheet installation. Cap sheet shall be installed within 14 days of installation of roofing membrane sheet.

B. Start installation of roofing membrane in presence of roofing system manufacturer's technical personnel.

C. Cooperate with testing and inspecting agencies engaged or required to perform services for installing roofing system.

D. Coordinate installing roofing system so insulation and other components of the roofing membrane system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.

1. Provide tie-offs at end of each day's work to cover exposed roofing membrane sheets and insulation with a course of coated felt set in roofing cement or hot roofing asphalt with joints and edges sealed.

2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
3. Remove and discard temporary seals before beginning work on adjoining roofing.

3.6 SBS-MODIFIED BITUMINOUS MEMBRANE INSTALLATION

A. Install modified bituminous roofing membrane sheet and cap sheet according to roofing manufacturer's written instructions, starting at low point of roofing system. Extend roofing membrane sheets over and terminate beyond cants, installing as follows:
   1. Unroll roofing membrane sheets and allow them to relax for minimum time period required by manufacturer.
      a. Cut membrane sheets in to lengths recommended by manufacturer to allow for proper installation and to mitigate membrane shrinkage characteristics.
   2. Adhere to substrate using one of the methods described in Article “Membrane Roofing (System)”.

B. Laps: Accurately align roofing membrane sheets, without stretching, and maintain uniform side and end laps. Stagger end laps. Completely bond and seal laps, leaving no voids.

   1. Repair tears and voids in laps and lapped seams not completely sealed.
   2. Apply roofing granules to cover exuded bead at laps while bead is hot.

C. Install roofing membrane sheets so side and end laps shed water.

3.7 FLASHING AND STRIPPING INSTALLATION

A. Install base flashing over cant strips and other sloping and vertical surfaces, at roof edges, and at penetrations through roof, and secure to substrates according to roofing system manufacturer's written instructions and as follows:

   1. Prime substrates with asphalt primer if required by roofing system manufacturer.
   2. Backer Sheet Application: Secure backer sheet on vertical and sloped surfaces using mechanical fasteners, or cold applied adhesive as detailed and as required by roofing manufacturer. Adhere backer sheet over roofing membrane at cants in cold-applied adhesive.
   3. Flashing Sheet Application: Use one of the following methods:
      a. Adhere to substrate in cold-applied adhesive.
      b. Extend base flashing up walls or parapets a minimum of 8 inches (200 mm) above roofing membrane and 4 inches (100 mm) onto field of roofing membrane.

B. Mechanically fasten top of base flashing securely at terminations and perimeter of roofing.

   1. Seal top termination of base flashing with a strip of glass-fiber fabric set in asphalt roofing cement.

C. Install roofing membrane cap-sheet stripping where metal flanges and edgings are set on membrane roofing according to roofing system manufacturer's written instructions.

D. Roof Drains: Set 30-by-30-inch (760-by-760-mm) metal flashing in bed of asphalt roofing cement on completed roofing membrane. Cover metal flashing with roofing membrane cap-sheet stripping and extend a minimum of 6 inches (150 mm) beyond edge of metal flashing onto field of roofing membrane. Clamp roofing membrane, metal flashing, and stripping into roof-drain clamping ring.

1. Install stripping according to roofing system manufacturer's written instructions.

3.8 WALKWAY INSTALLATION

A. Walkway Pads and Cap Sheet Strips: Install walkway material using units of size indicated or, if not indicated, of manufacturer's standard size according to walkway manufacturer's written instructions.

3.9 FIELD QUALITY CONTROL

A. Testing Agency: Owner may engage a qualified independent testing and inspecting agency to perform roof tests and inspections and to prepare test reports. These tests and inspections shall be in addition to those provided by the Contractor, roof membrane manufacturer and the roof membrane manufacturer’s Field Technical Representative.

B. Test Cuts: Test specimens will be removed to evaluate problems observed during quality-assurance inspections of roofing membrane as follows:

1. Approximate quantities of components within roofing membrane will be determined according to ASTM D 3617.
2. Test specimens will be examined for interply voids according to ASTM D 3617 and to comply with criteria established in Appendix 3 of ARMA/NRCA's "Quality Control Guidelines for the Application of Polymer Modified Bitumen Roofing."

C. Repair or remove and replace components of roofing system where test results or inspections indicate that they do not comply with specified requirements.

D. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

E. Manufacturer’s Field Technical Representative:
1. Provide roofing membrane manufacturer’s technical personnel or an independent testing and inspection agency selected by the roofing system manufacturer, to perform the following with the assistance of the Contractor:
   a. Notify Architect 48 hours prior to any site visit.
   b. Attend Pre-Installation Conference.
   c. Prior to beginning roofing work Inspect all areas of deck, perimeter nailers and penetration to determine any conditions that are not in compliance with the manufacturer’s requirements for deck and flashing preparation. Re-inspect areas until all deficiencies have been corrected. Issue report stating all deficiencies have been corrected.

d. Attend ‘first work’ installation and observe installation of each component of the Membrane Roofing System.
e. In addition to ‘first work’ installation, visit the site, during membrane installation, at least once for each of the three main roof levels.
f. For ALL site visits by the manufacturer’s representative submit inspection reports and photographs, documenting conditions and locations of work, noting any deviations from specifications, and any corrective requirements necessary to comply with manufacturer’s printed installation requirement and for fulfillment of warranty requirements. Inspection reports shall be submitted to the Architect by the Contractor within 24 hours of the visit.
g. Manufacturer’s representative shall order field test cuts, other destructive and non-destructive tests as necessary to assure compliance with installation requirements and requirements of Article ‘Performance Requirements’.
    1) Provide samples for testing, by an independent qualified testing and inspecting agency, for compliance with ASTM D 5849. Samples shall be taken from in place work.
h. Perform a minimum of one test cuts through the completed System. Locations shall be coordinated with the Architect.
i. Provide punch List.
j. Provide final Report.

F. Punch List: Prior to Substantial Completion, manufacturer’s technical representative shall furnish a punch noting all items needing correction, prior to issuance of its warranty.
    1. Punch List shall be included in the Contractor’s Punch List.

G. Final Roof Completion: After “Substantial Completion” of the Work and before “Final Inspection” of the Work, the roof system manufacturer issuing warranty shall submit a letter of certification that all punch list items have been completed.
    1. Manufacturer’s certification shall be submitted prior to Final Inspection.

3.10 PROTECTING AND CLEANING

A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.

B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

3.11 ROOFING INSTALLER'S WARRANTY

A. WHEREAS <**Insert name**> of <**Insert address**>, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:

1. Owner: <**Insert name of Owner.**>
2. Address: <**Insert address.**>
3. Building Name/Type: <**Insert information.**>
4. Address: <**Insert address.**>
5. Area of Work: <**Insert information.**>
6. Acceptance Date: <**Insert date of project Substantial Completion.**>
7. Warranty Period: Two (2) years.
8. Expiration Date: <**Insert date.**>

B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,

C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.

D. This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:

    a. lightning;
    b. 3 second wind speed exceeding 135 mph (m/sec);
    c. fire;
    d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
    e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
    f. vapor condensation on bottom of roofing; and
    g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.

2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or

deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.

5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

3.12

A. IN WITNESS THEREOF, this instrument has been duly executed this <**Insert day**> day of <**Insert month**>, <**Insert year**>.

1. Authorized Signature: <**Insert signature.**>
2. Name: <**Insert name.**>
3. Title: <**Insert title.**>

END OF SECTION 07 55 20

SECTION 07 59 10 - MEMBRANE REROOFING PREPARATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:
   1. Roof tear-off.
   2. Removal of base flashings, sheet metal flashings, and existing edge copings/parapet covers. This Section includes the following, as shown on drawings.

B. Coordinate with Owner. Contractor shall remove and re-install existing roof top systems per drawings.

C. Related Sections:
   1. Division 1 "Summary" for use of the premises and phasing requirements.
   2. Division 1 "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for reroofing preparation.
   3. Division 1 Section "Selective Demolition" for additional requirements.
   4.

1.3 MATERIALS OWNERSHIP

A. Except for items or materials indicated to be reused, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site, legally disposed of.

1.4 DEFINITIONS

A. Roofing Terminology: Refer to ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.

B. Existing Membrane Roofing System: Built-up asphalt roofing membrane, surfacing, and components and accessories between deck and roofing membrane, Asphalt Shingles, underlayment, and accessories.

C. Substrate Board: Rigid board or panel products placed over the roof deck that serve as thermal barriers, provide a smooth substrate, or serve as a component of a fire-resistance-rated roofing system.

D. Roof Tear-Off: Removal of existing membrane roofing systems including insulation from deck, as shown on drawings.

E. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.

F. Existing to Remain: Existing items of construction that are not indicated to be removed.

1.5 SUBMITTALS

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

B. Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces that might be misconstrued as having been damaged by reroofing operations. Submit before Work begins.

1.6 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning membrane roofing removal. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Re-roofing Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to roofing system including, but not limited to, the following:
1. Meet with Owner, Architect, roofing system manufacturer's representative; roofing Installer including project manager, superintendent, and foreman; and installers whose work interfaces with or affects re-roofing including installers of roof accessories and roof-mounted equipment.
2. Review methods and procedures related to re-roofing preparation, including membrane roofing system manufacturer's written instructions.
3. Review temporary protection requirements for existing roofing system that is to remain, during and after installation.
4. Review roof drainage during each stage of re-roofing and review roof drain plugging and plug removal procedures.
5. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
6. Review existing deck removal procedures and Owner notifications.
7. Review procedures to determine condition and acceptance of existing deck for reuse.
8. Review structural loading limitations of deck during re-roofing.
9. Review base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that will affect re-roofing.

10. Review HVAC shutdown and sealing of air intakes.
11. Review shutdown of fire-suppression, -protection, and -alarm and -detection systems.
12. Review existing conditions that may require notification of Architect before proceeding.

1.7 PROJECT CONDITIONS

A. Protect building to be re-roofed, adjacent buildings, vehicles, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from re-roofing operations.

B. Owner assumes no responsibility for condition of areas to be re-roofed.
1. Conditions existing at time of inspection for bidding will be maintained by Owner as far as practical.

C. Weather Limitations: Proceed with re-roofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering into existing roofing system or building.

D. Hazardous Materials: It is not expected that hazardous materials such as asbestos-containing materials will be encountered in the Work.
1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner.

PART 2 - PRODUCTS

2.1 TEMPORARY ROOFING MATERIALS

A. Design and selection of materials for temporary roofing are responsibilities of Contractor.

PART 3 - EXECUTION

3.1 PREPARATION

A. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.

B. Maintain roof drainage in functioning condition to ensure roof drainage at end of each workday.

3.2 ROOF TEAR-OFF

A. Roof Tear-Off: Remove existing roofing membrane, other membrane roofing system components down to the deck.

3.3 DECK PREPARATION

A. Inspect deck after tear-off of membrane roofing system.

B. If broken or loose fasteners that secure deck panels to one another or to structure are observed, or if deck appears or feels inadequately attached, immediately notify Architect. Do not proceed with installation until directed by Architect.

C. If deck surface is not suitable for receiving new roofing, or if structural integrity of deck is suspect, immediately notify Architect. Do not proceed with installation until directed by Architect.

D. Notify Owner and Architect of any deteriorated or inadequately fastened wood nailers discovered.

3.4 TEMPORARY ROOFING MEMBRANE

A. Install approved temporary roofing membrane over area to be re-roofed.

B. Remove temporary roofing membrane before installing new roofing membrane.

3.5 EXISTING BASE FLASHINGS

A. Remove existing base flashings around parapets, curbs, walls, and penetrations as shown on drawings.

3.6 DISPOSAL

A. Collect and place demolished materials in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
   1. Storage or sale of demolished items or materials on-site will not be permitted.

B. Transport demolished materials off of Owner's property and dispose legally.

END OF SECTION

SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:
   1. Products:
      a. Manufactured and formed flashings.

B. Related Sections:
   1. Division 06 10 00 "Rough Carpentry" for wood nailers, curbs, and blocking.
   2. Division 07 55 20 “SBS Modified Bituminous Membrane Roofing" for installing sheet metal flashing and trim integral with membrane roofing.

1.3 PERFORMANCE REQUIREMENTS

A. General: Sheet metal flashing and trim assemblies as indicated shall 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 shall not rattle, leak, or loosen, and shall remain watertight.

B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual" 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 to prevent 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 (67 deg C), ambient; 180 deg F (100 deg C) material surfaces.

1.4 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.

1.5 SUBMITTALS

A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.

B. Shop Drawings: For sheet metal flashing and trim.

1. Include plans, elevations, sections, and attachment details.
2. Detail fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work.
3. Include identification of material, thickness, weight, and finish for each item and location in Project.
4. Include details for forming, including profiles, shapes, seams, and dimensions.
5. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
6. Include details of termination points and assemblies.
7. Include details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction from fixed points.
8. Include details of roof-penetration flashing.
9. Include details of special conditions.
10. Include details of connections to adjoining work.
11. Detail formed flashing and trim at full scale.

C. Samples: For sheet metal flashing and trim. At completion of Shop Drawings provide full scale samples of assemblies, components and anchorage. Provide samples of welds and seaming with welds and sealant.
1. Samples may be incorporated into the Mock-Up.

1.6 QUALITY ASSURANCE

A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.

B. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or shown on Drawings.

C. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.

1. Build mockup(s) of typical conditions showing installation methods and coordination with other work.

2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
3. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

D. Preinstallation Conference: Conduct conference at site.
1. Coordinate with Roofing Preinstallation Conference.

1.7 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 surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.

B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to the extent necessary for the period of sheet metal flashing and trim installation.

1.8 WARRANTY

A. Special Warranty on Finishes: Manufacturer's standard form in which 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 Hunter units when tested according to ASTM D 2244.
b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
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 SHEET METALS

A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying a strippable, temporary protective film before shipping.

B. Aluminum Sheet: ASTM B 209 (ASTM B 209M), alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required.
1. Surface: Smooth, flat.
a. Two-Coat Fluoropolymer: AAMA 620. 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.

b. FEVE Fluoropolymer: AAMA 620. Two-coat fluoropolymer finish containing 100 percent fluorinated ethylene vinyl ether resin in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

2. Color: As selected from manufacturer's full range.
3. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil (0.013 mm).

C. Stainless-Steel Sheet: ASTM A 240/A 240M or ASTM A 666, Type 304 or Type 316, dead soft, fully annealed.
1. Surface: Smooth, flat or embossed.
2. Finish: 2D (dull, cold rolled).

2.2 MISCELLANEOUS MATERIALS

A. General: Provide materials and types of fasteners, welding rods, solder protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and recommended by manufacturer of primary sheet metal unless otherwise indicated.

B. Fasteners: 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 or manufactured item.

1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.

a. Exposed Fasteners: Heads matching color of sheet metal using 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.

2. Fastener Material: Series 300 stainless steel.

C. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.

D. Elastomeric Sealant: ASTM C 920, elastomeric polymer sealant; low modulus; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
1. Refer to Section "Sealant" for additional requirements regarding the selection and use of sealant.

E. Solder:
1. For Stainless Steel: ASTM B 32, Grade Sn60 or Grade Sn96 as appropriate to conditions, with acid flux of type recommended by stainless-steel sheet manufacturer.

F. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.

G. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.

2.3 FABRICATION, GENERAL

A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, geometry, metal thickness, and other characteristics of item indicated. Fabricate items at the shop to greatest extent possible.
   1. Obtain field measurements for accurate fit before shop fabrication.
   2. Form sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
   3. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces exposed to view.

B. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints where necessary for strength.

C. Do not use graphite pencils to mark metal surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions 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.

B. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding

rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.

1. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
3. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
4. Install sealant tape where indicated.
5. Torch cutting of sheet metal flashing and trim is not permitted.
6. Do not use graphite pencils to mark metal surfaces.

B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by SMACNA.
1. Coat back side of uncoated aluminum and stainless-steel sheet metal flashing and trim with bituminous coating where flashing and trim will contact wood, ferrous metal, or cementitious construction.

C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet (3 m) with no joints allowed within 24 inches (600 mm) of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with sealant concealed within joints.

D. Fastener Sizes: Use fasteners of sizes that will penetrate metal substrate a minimum of three threads and wood not less than 1-1/4 inches.
1. Encapsulate exposed heads of fasteners in silicone sealant.
a. Refer to Section “Sealant” for additional requirements regarding the selection and use of sealant.

E. Seal joints as shown and as required for watertight construction.

3.3 ROOF FLASHING INSTALLATION

A. General: Install sheet metal flashing and trim to comply with SMACNA's "Architectural Sheet Metal Manual". Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.

3.4 CLEANING AND PROTECTION

A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.

B. Clean and neutralize flux materials.

C. Clean off excess sealants.

D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of installation, remove unused materials and clean finished surfaces. Maintain in a clean condition during construction.

E. 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.

END OF SECTION

SECTION 07 92 00 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Silicone joint sealants.
2. Urethane joint sealants.
3. Latex joint sealants.
4. Solvent-release-curing joint sealants.
5. Preformed joint sealants.
6. Acoustical joint sealants.

1.3 PRECONSTRUCTION TESTING

A. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.

1. Use ASTM C 1087 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
2. Submit not fewer than eight pieces of each kind of material, including joint substrates, shims, joint-sealant backings, secondary seals, and miscellaneous materials.
3. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
4. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures including use of specially formulated primers.
5. Testing will not be required if joint-sealant manufacturers submit joint preparation data that are based on previous testing, not older than 24 months, of sealant products for adhesion to, and compatibility with, joint substrates and other materials matching those submitted.
6. Submit certification of compatibility from sealant manufacturer(s) when sealants of different types or by different manufacturers are to be used in contact with one another.

B. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:

1. Locate test joints where indicated on Project or, if not indicated, as directed by Architect.

2. Conduct field tests for each application indicated below:

    a. Each kind of sealant and joint substrate indicated.

3. Notify Architect seven days in advance of dates and times when test joints will be erected.

    a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

        1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.

4. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
5. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

1.4 SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

C. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.

D. Sealant, Waterproofing, and Restoration Institute (SWRI) Validation Certificate: For each sealant specified to be validated by SWRI's Sealant Validation Program.

E. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.

F. Preconstruction Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:

1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
3. Sealants of different types or by different manufacturers used in contact with one another have been tested for compatibility and adhesion. Include any preparations required for joining of materials.

G. Preconstruction Field-Adhesion Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.

H. Field-Adhesion Test Reports: For each sealant application tested.

I. Warranties: Sample of special warranties.

1.5 QUALITY ASSURANCE

A. Source Limitations: For each Joint-Sealant Application listed in PART 3, obtain each kind of joint sealant from single source from single manufacturer.

B. Product Testing: Test joint sealants using a qualified testing agency by one of the following methods.

1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.
2. Test according to SWRI's Sealant Validation Program for compliance with requirements specified by reference to ASTM C 920 for adhesion and cohesion under cyclic movement, adhesion-in-peel, and indentation hardness.

C. Mockups: Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in this Section.

1.6 PROJECT 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 (5 deg C).
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.

1.7 WARRANTY

A. Special Installer's Warranty: Manufacturer's standard form in which 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: Two years from date of Substantial Completion.

B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Interior applications-10 years from date of Substantial Completion.

2. Warranty Period: Exterior applications-20 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 structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
2. Disintegration of joint substrates from natural 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 MATERIALS, 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. Joint Sealants:
1. Products: Subject to compliance with requirements, provide one of the products listed.
2. Manufacturers: Where no product is listed, subject to compliance with requirements, provide products from one of the following manufacturers:
   a. BSAF
   b. Dow
   c. Pecora Corporation.
   d. Sika Corporation, Construction Products Division.
   e. Tremco Incorporated.

C. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

D. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

E. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 SILICONE JOINT SEALANTS

A. Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, for Use NT.

B. Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 50, for Use NT.

C. Single-Component, Nonsag, Traffic-Grade, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, for Use T.

D. Single-Component, Pourable, Traffic-Grade, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade P, Class 100/50, for Use T.

E. Mildew-Resistant, Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.

F. Mildew-Resistant, Single-Component, Acid-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.

2.3 URETHANE JOINT SEALANTS

A. Single-Component, Nonsag, Urethane Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, for Use NT.

B. Single-Component, Nonsag, Urethane Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.

C. Single-Component, Nonsag, Traffic-Grade, Urethane Joint Sealant: ASTM C 920. Type S, Grade NS, Class 25, for Use T.

D. Single-Component, Pourable, Traffic-Grade, Urethane Joint Sealant: ASTM C 920, Type S, Grade P, Class 25, for Use T.

2.4 LATEX JOINT SEALANTS

A. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.

1. Products: Subject to compliance with requirements, provide one of the following:

a. BASF Building Systems; Sonolac.
b. Pecora Corporation; AC-20+.
c. Tremco Incorporated; Tremflex 834.

2.5 SOLVENT-RELEASE-CURING JOINT SEALANTS

A. Butyl-Rubber-Based Joint Sealant: ASTM C 1311.

2.6 PREFORMED JOINT SEALANTS

A. Preformed Silicone Joint Sealants: Manufacturer's standard sealant consisting of precured low-modulus silicone extrusion, in sizes to fit joint widths indicated, combined with a neutral-curing silicone sealant for bonding extrusions to substrates.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Dow Corning Corporation; 123 Silicone Seal.
b. Pecora Corporation; Sil-Span.

B. Preformed Foam Joint Sealant: Manufacturer's standard preformed, precompressed, open-cell foam sealant manufactured from urethane foam with minimum density of 10 lb/cu. ft. (160 kg/cu. m) and impregnated with a nondrying, water-repellent agent. Factory produce in precompressed sizes in roll or stick form to fit joint widths indicated; coated on one side with a pressure-sensitive adhesive and covered with protective wrapping.

1. Products: Subject to compliance with requirements, provide one of the following:
a. EMSEAL Joint Systems, Ltd.; Emseal 25V.
b. Sandell Manufacturing Co., Inc.; Polyseal.

2.7 ACOUSTICAL JOINT SEALANTS

A. Acoustical Joint Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

2.8 JOINT SEALANT BACKING

A. General: Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM C 1330, of type approved in writing by the joint-sealant manufacturer for the joint application indicated, 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.

2.9 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 joint-sealant performance.

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. Exterior insulation and finish systems.
   b. Concrete.
   c. 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.
    c. Porcelain enamel.

B. Joint Priming: Substrate for all exterior joints shall be primed unless indicated by preconstruction joint-sealant-substrate tests that primer is not required. Prime all other 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 C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of kind 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 according to 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 per Figure 8A in ASTM C 1193, unless otherwise indicated.

G. Installation of Preformed Silicone-Sealant System: Comply with the following requirements:

1. Apply masking tape to each side of joint, outside of area to be covered by sealant system.
2. Apply silicone sealant to each side of joint to produce a bead of size complying with preformed silicone-sealant system manufacturer's written instructions and covering a bonding area of not less than 3/8 inch (10 mm). Hold edge of sealant bead 1/4 inch (6 mm) inside masking tape.
3. Within 10 minutes of sealant application, press silicone extrusion into sealant to wet extrusion and substrate. Use a roller to apply consistent pressure and ensure uniform contact between sealant and both extrusion and substrate.
4. Complete installation of sealant system in horizontal joints before installing in vertical joints. Lap vertical joints over horizontal joints. At ends of joints, cut silicone extrusion with a razor knife.

H. Installation of Preformed Foam Sealants: Install each length of sealant immediately after removing protective wrapping. Do not pull or stretch material. Produce seal continuity at ends, turns, and intersections of joints. For applications at low ambient temperatures, apply heat to sealant in compliance with sealant manufacturer's written instructions.

I. Acoustical Sealant Installation: At sound-rated assemblies and elsewhere as indicated, seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations.

3.4 FIELD QUALITY CONTROL

A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:

1. Extent of Testing: Test completed and cured sealant joints as follows:

a. Perform 10 tests for the first 1000 feet (300 m) of joint length for each kind of sealant and joint substrate.
b. Perform 1 test for each 200 feet of joint length thereafter or 1 test per each floor per elevation.

2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

    a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.

3. Inspect tested joints and report on the following:

    a. Whether sealants filled joint cavities and are free of voids.
    b. Whether sealant dimensions and configurations comply with specified requirements.
    c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.

4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.

B. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.5 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.

3.6 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 and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.7 JOINT-SEALANT SCHEDULE

A. General: When more than one type of sealant is listed for a Joint-Sealant Application provide one of the sealants listed.

B. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces, joints between cast stone and cast stone and other materials.

1. Joint Locations:
   a. Control and expansion joints in exterior wythe of unit masonry.
   b. Perimeter joints between materials listed above and frames of doors, windows, and louvers.
   c. Control and expansion joints in ceilings, and other overhead surfaces.
   d. Subject to approval of stucco manufacturer, joints between Stucco and Stucco and other Materials.

2. Products: Subject to compliance with requirements, provide one of the following:
   a. Silicone Joint Sealant;
      1) Dow Corning Corporation; 790,795
      2) Tremco Incorporated: Spectrem 1

C. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces.

1. Joint Locations:
   a. Perimeter joints between interior wall surfaces and frames of interior doors and elevator entrances.
   b. Other joints as indicated.

2. Joint Sealant: Latex.

D. Joint-Sealant Application: Interior mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces.

1. Joint Sealant Location:

   a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
   b. Tile control and expansion joints where indicated.
   c. Other joints as indicated.

2. Joint Sealant:
   a. Mildew resistant, single component, nonsag, neutral curing, Silicone
   b. Single component, nonsag, mildew resistant, acid curing

E. Joint-Sealant Application: Interior acoustical joints in vertical surfaces and horizontal nontraffic surfaces.

1. Joint Location:

a. Acoustical joints where indicated.
b. Other joints as indicated.

2. Joint Sealant: Acoustical.

END OF SECTION 07 92 00

SECTION 09 24 00 – REPAIR AND REFINISH OF EXTERIOR INSULATION AND FINISH ASSEMBLIES

PART 1 GENERAL

1.01 SUMMARY

A. Repair distress and construction deficiencies of exterior insulation and finish system (EIFS) cladding.
B. Repair nonstructural EIFS base coat and finish. (Note: the combination of EIFS base coat, reinforcing mesh and finish may be referred to as "EIFS lamina" and, for purposes of this specification, treated as a single construction element.)
C. Repair flashing and waterproofing deficiencies at EIF system terminations.
D. Resurface to provide uniform appearance.

1.02 SUBMITTALS

A. EIFS, repair materials, and coating manufacturers' specifications, details, installation instructions and product data.
B. Samples for approval.
C. Manufacturer's standard material warranty for each product or system to be used.
D. A list of minimum three job references.

1.03 REFERENCES

A. ASTM Standards
1. ASTM C 578, Specification for Foam Plastic Insulation
2. ASTM C 920, Specification for Elastomeric Joint Sealants
3. ASTM C 1382, Specification for Sealants for EIFS
4. ASTM E 2430, Specification for EIFS Reinforcing Mesh
5. ASTM E 2568, Specification for EIFS
6. ASTM E 2570, Specification for Water-resistive Barrier Coatings

1.04 QUALITY ASSURANCE

A. Manufacturer's requirements
1. EIFS material manufacturer shall be experienced provider of cementitious and polymer-based materials for use in EIFS construction and repair for minimum 25 years.
2. EIFS manufacturer shall have a manufacturing quality control system that is certified to comply with ISO 9001and an environmental quality management system certified to comply with ISO 14001
3. EIFS manufacturer shall have current valid code evaluation reports which list the EIFS materials to be used.
B. Contractor requirements
1. Contractor shall be licensed and insured and shall have been engaged in EIFS and EIFS repair construction for minimum three years.
2. Contractor shall be knowledgeable in the proper handling, use and installation of materials..
3. Contractor shall employ skilled mechanics who are experienced and knowledgeable in the repair procedures and requirements of the specified project.

4. Contractor shall have completed minimum three projects of similar size, scope and complexity to the project being specified.
5. Contractor shall provide the proper equipment, manpower and supervision on the job site to perform the repair procedures in accordance with manufacturers published repair specifications, applicable details and the contract documents.

C. Inspection requirements
1. Quality control inspections shall be provided for by the owner or owner's representative.
2. Inspectors shall be qualified by experience to evaluate field conditions before and during the repair process and shall be familiar with the specified repair procedures prior to commencement of work.
3. Inspections shall be provided at key intervals during each repair.
4. Inspect the final appearance of each repair location to verify compliance with requirements.

1.06 DELIVERY, STORAGE AND HANDLING

A. Deliver all materials in their original sealed containers bearing manufacturer's name and product identification.
B. Protect liquid products (pails) from freezing and temperatures greater than 90 degrees F (32 degrees C). Do not store in direct sunlight.
C. Protect portland cement based materials (bag products) from moisture and humidity. Store under cover and off of the ground in a dry location.

1.07 PROJECT/SITE CONDITIONS

A. Apply materials only when surface and ambient temperatures are above 40 degrees F (4 degrees C) and are expected to remain above 40 degrees F (4 degrees C) for 24 hours after application.
B. Provide supplementary heat for installation in temperatures less than 40 degrees F (4 degrees C).
C. Provide protection of surrounding areas and adjacent surfaces from spillage, splatter, overspray or other unintended contact with the materials that are being applied.

1.08 COORDINATION AND SCHEDULING

A. Schedule repairs to permit inspections where specified.
B. Do not start repairs in an area unless sufficient work can be completed such that the area is weather-tight at the end of the work shift. Alternatively allow sufficient time before the end of the work shift to provide temporary weather protection until work can resume.
C. Coordinate with all trades involved to schedule work to result in the proper sequencing of materials within the repair (proper lapping of water resistive system components and flashing).
D. Schedule finish and coating application to large areas such that each day's application will end at an architectural break.

1.10 WARRANTY

A. Provide manufacturer's standard warranty for products used.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Provide EIFS component materials and coatings (as applicable) from single manufacturer:

1. Bases of Design: Sto Corp., 3800 Camp Creek PKWY, Building 1400, Suite 120, Atlanta, GA 30331. 800-221-2397

B. Provide EIFS accessory components from qualified manufacturer.

2.02 INSULATION BOARD

A. Nominal 1.0 pcf (16 kg/cu.m.) Expanded Polystyrene (EPS) insulation board in compliance with ASTM E 2430 and ASTM C 578, Type I requirements. (Note: minimum required thickness is 1 inch (25 mm) and maximum allowable thickness is 12 inches (305 mm) when installed in accordance with ICC-ES ESR 1748).

2.03 BASE COAT

A. Waterproof Base Coat
1. Sto Flexyl – two component fiber-reinforced acrylic-based waterproof base coat mixed in the field with portland cement (provided by others). Use with reinforcing mesh where waterproofing is required.

2.04 GLASS FIBER MESH REINFORCEMENT

A. Provide alkali resistant, open weave glass fiber mesh reinforcing for surface leveling and waterproof base coat.
1. Products:
a Sto Detail Mesh – alkali-resistant, glass-fiber reinforcing mesh for use with Sto base coats to provide crack resistance and at system terminations.

2.05 PRIMER

A. Provide acrylic primer.
1. Sto Prime.

2.06 POLYMERIC FINISH

A. Provide polymeric acrylic EIFS finish. Color and texture to be determined based on mockup.

1. Acrylic Finish Products
a StoColor Lotusan .

2.07 ACRYLIC CRACK FILLER

B. Provide acrylic crack filler.
1. Products:

a Sto Flexible Crack Filler – acrylic-based crack filler packaged in sealant tube for use (unreinforced) in repair of cracks not wider than 1/16-inch (1.6 mm) and up to 1/8-inch (3.2 mm) wide with mesh reinforcement.

2.08 PORTLAND CEMENT

B. Provide ASTM C 150 Type I, Type II, or Type I-II cement for mixing with Sto Primer/Adhesive and/or Sto Flexyl.

2.09 ARCHITECTURAL COATING

A. Provide architectural coating to provide uniform appearance to repaired walls.
1. Acrylic Coating Products:
a StoColor Lotusan – smooth acrylic architectural coating with Lotus Effect and pronounced self-cleaning performance.

2.10 SEALANT

A. Sealant shall be low-modulus, comply with ASTM C 920, ASTM C 1382 and be recommended for use with EIFS by the sealant manufacturer.

2.11 MIXING

A. Mix in accordance with manufacturer's printed instructions.
B. Mix cementitious products with clean, potable water.

2.14 EIFS Fasteners

A. Provide fasteners and washer plates for reattachment of EIFS which is not bonded to substrate.
1. Provide fastener type, size and length based on fastener manufacturer's recommendations for the substrate conditions.
2. Provide ULP-402, surface mounted, plastic washer plates, or equivalent.
B. Acceptable Manufacturer
1. Wind-Lock Corporation, Leesport, PA, (800) 872-5625, www.wind-lock.com.

PART 3 EXECUTION

3.01 ACCEPTABLE INSTALLERS

A. Prequalify repair contractor under Quality Assurance requirements of this specification.

3.02 EXAMINATION

A. Inspect locations identified on the project drawings for repair.
B. Establish clear understanding of the repair scope and process with the mechanics that will perform the work for each individual location.

3.03 SELECTIVE DEMOLITION

A. Remove and replace EIFS in areas requiring localized repair as indicated on the project drawings.
B. Use hearing, eye, ear and respiratory personal protective equipment when performing demolition.
C. Provide adequate protection to persons and property from potential falling debris from demolition and repair construction.
D. Comply with local environmental regulations with regard to handling and disposal of construction waste produced by selective EIFS demolition.
E. Comply with StoTherm EIFS Reference Guide: Repair and Maintenance available at www.stocorp.com.
F. Limit the depth of cuts through the EIFS lamina into the insulation board to prevent damage of the substrate.
G. Remove damaged insulation board by hand or in a manner which minimizes damage to the substrate.
H. Remove and replace damaged substrate as required by conditions that may become evident as a result of the demolition process.

3.06 FLASHING REPLACEMENT

A. Repair flashing and/or correct conditions.
B. Remove EIFS in accordance with this specification.
C. Remove enough area to permit proper installation of flashing as detailed in Sto Corp. guideline details for water-resistive barrier and EIFS construction (available at www.stocorp.com).
D. Inspect the condition of the water-resistive barrier membrane and transition materials.
E. Repair or replace damaged water resistive barrier system components.
F. Install replacement components in a sequence and manner to provide shingle-laps and provide a continuous path for moisture drainage to the exterior of the wall via the flashing.
G. Install new flashing components such that the completed repair will comply with guideline details for EIFS construction.
H. Mix and apply EIFS materials in accordance with printed instructions for the products being used.

3.07 EIFS DAMAGE REPAIR

A. Perform repairs in accordance with *StoTherm EIFS Reference Guide :Repair and Maintenance:* (available at www.stocorp.com)
   1. Repair impact damage to EIFS including damaged substrate, insulation, base coat reinforcing mesh and finish in locations indicated on the project drawings.
      a Determine the exact scope of individual repairs based on inspection at the time of selective demolition.
   2. Repair cracks in EIFS finish and lamina where indicated on project drawings.

B. Reattach EIFS which has delaminated from the substrate, if not specified to be removed and replaced, as indicated on the project drawings.
   1. Establish stud locations in frame construction and install fasteners into framing members at intervals specified by the design professional as required to meet project

wind load requirements. Maximum fastener spacing shall be 12 in. on-center. (Note: Pre-drilling may be beneficial for 18-gage steel framing and heavier.)

2. Install fasteners through the existing lamina using the plastic washer plates making sure not to penetrate or fracture the lamina with the fastener plate as the fastener is driven into place. The fastener plate shall be slightly dimpled when finally set into place.
3. Install fasteners so as to provide a snug fit, and a uniformly secure attachment of the EIFS.
4. Pre-spot fasteners with base coat and allow to dry.
5. Apply base coat and embed reinforcing mesh in the wet base coat. Overlap seams minimum 2-1/2 inches (64 mm) and double wrap inside and outside corners.
6. Apply base coat with mesh reinforcement at sufficient thickness to cover the washer plates and provide a flat surface to receive finish.
7. If necessary apply a skim coat of base coat over the mesh-reinforced base coat to provide a flat surface.
8. Allow base coat to fully dry before application of primer or finish.
9. Apply Primer to dried base coat, if specified. Primer is an optional component for most EIFS finishes, consult the product literature for the finish being used to determine if primer is required.
10. Apply Sto finish to dried base coat or primed base coat.

(Note: Reinforced base coat is required to cover and conceal the fastener locations. The total area for application of new lamina should extend to the next architectural break to limit visibility of the repair.)

3.08 SEALANT JOINT REPAIR

A. Remove damaged and worn sealant at joints in EIFS in accordance with *StoTherm EIFS Reference Guide :Repair and Maintenance:*

1. Protect surrounding EIFS from damage during removal of existing sealant.
2. Replace sealant with approved low-modulus material recommended by the sealant manufacturer for use with EIFS.
3. Install sealant in accordance with sealant manufacturer's published installation instructions for use with EIFS materials. Use sealant primer recommended by the sealant manufacturer on base coat surface if specified by the sealant manufacturer.

3.09 SURFACE REPAIR AND RECOATING

A. Surface leveling for finish texture change:

1. Apply glass fiber mesh reinforced waterproof base coat to areas specified on the project drawings.

a Sto Flexyl

i. Mix Sto Flexyl with portland cement in accordance with Sto written instructions.

ii. Apply Sto Flexyl to prepared base coat or finish to a nominal 1/16-inch (1.6 mm) thickness.

iii. Fully embed Sto Mesh into Sto Flexyl

iv. Allow Sto Flexyl to dry completely before finish application.

3.10 FINISH

A. Apply Sto finish in accordance with Sto written instructions for the specified product.

3.11 COATING

A. Prepare surface to receive Sto coating in accordance with Sto reStore Cleaning specification.

B. Apply Sto coating in accordance with Sto written instructions for the specified product.

END OF SECTION

SECTION 09 11 10 - NON-LOAD-BEARING STEEL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes non-load-bearing steel framing members for the following applications:
   1. Interior framing systems (e.g., supports for partition walls, framed soffits, furring, etc.).

1.3 SUBMITTALS

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

PART 2 - PRODUCTS

2.1 NON-LOAD-BEARING STEEL FRAMING, GENERAL

A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.

   1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal, unless otherwise indicated.
      a. For work in conjunction with roofing comply with ASTM A 1003/A 1003M, Structural Grade, Type H, metallic coated, grade ST33H.
   2. Protective Coating: ASTM A 653/A 653M, G60 (Z180), hot-dip galvanized, unless otherwise indicated.
      a. For work in conjunction with roofing comply with G90 (Z275), hot-dip galvanized.

2.2 STEEL FRAMING FOR FRAMED ASSEMBLIES

A. Steel Studs and Runners: ASTM C 645.

   1. Minimum Base-Metal Thickness: 0.0312 inch (0.79 mm).

B. Hat-Shaped, Rigid Furring Channels: ASTM C 645.

   1. Minimum Base Metal Thickness: 0.0312 inch (0.79 mm).

C. Steel studs and Runners: For exterior work in conjunction with roofing use the following:
   1. Steel Studs: Manufacturer's standard C-shaped steel studs, of web depths indicated, punched, with stiffened flanges, and as follows:
      a. Minimum Base-Metal Thickness: 0.0538 inch (1.37 mm) or 0.0677 inch (1.72 mm) as indicated.
      b. Flange Width: 1-3/8 inches (35 mm) min.
   2. Steel Track: Manufacturer's standard U-shaped steel track, of web depths indicated, unpunched, with unstiffened flanges, and as follows:
      a. Minimum Base-Metal Thickness: Matching studs or as indicated on the Drawings.
      b. Flange Width: 1-1/4 inches (32 mm.

2.3 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards.

   1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

   2. Anchors, Clips and Fasteners: For exterior work in conjunction with roofing use the following:
      a. Steel Shapes and Clips: ASTM A 36/A 36M, zinc coated by hot-dip process according to ASTM A 123/A 123M.
      b. Expansion Anchors: Fabricated from corrosion-resistant materials, with capability to sustain, without failure, a load equal to 5 times design load, as determined by testing per ASTM E 488 conducted by a qualified independent testing agency.
      c. Power-Actuated Anchors: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with capability to sustain, without failure, a load equal to 10 times design load, as determined by testing per ASTM E 1190 conducted by a qualified independent testing agency.
      d. Mechanical Fasteners: ASTM C 1513, corrosion-resistant-coated, self-drilling, self-tapping steel drill screws.
         1) Head Type: Low-profile head beneath sheathing, manufacturer's standard elsewhere.

B. Galvanizing Repair Paint: SSPC-Paint 20 or ASTM A 780.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance.

   1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. Installation Standard: ASTM C 754, except comply with framing sizes and spacing indicated.
   1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.

B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.

C. Install bracing at terminations in assemblies..

3.3 INSTALLING FRAMED ASSEMBLIES

A. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.

B. Install studs so flanges within framing system point in same direction.
   1. Space studs as follows:
      a. Single-Layer Application: 16 inches (406 mm) o.c., unless otherwise indicated.

C. Install tracks (runners) at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings, except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts penetrating partitions above ceiling.

D. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch (3 mm) from the plane formed by faces of adjacent framing.

3.4 DAMAGE REPAIR

A. Provide repair existing galvanized surfaces using galvanizing repair paint.

B. Provide reattachment of existing framing members prior to installation of new gypsum board.

END OF SECTION

SECTION 09 29 00 - GYPSUM BOARD

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:
   1. Interior gypsum board.

B. Related Requirements:
   1. Section 06100 “Rough Carpentry” for interior and exterior wall framing.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For the following products:
   1. Trim Accessories: Full-size Sample in 12-inch- (300-mm-) long length for each trim accessory indicated.

1.4 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.

1.5 FIELD CONDITIONS

A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, 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, those that are moisture damaged, and those that are 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 PERFORMANCE REQUIREMENTS

A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.

2.2 GYPSUM BOARD, GENERAL

A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.3 INTERIOR GYPSUM BOARD

A. Gypsum Board, Type X: ASTM C 1396/C 1396M.
1. Thickness: 5/8 inch (15.9 mm).
2. Long Edges: Tapered and featured (rounded or beveled) for prefilling.

2.4 TRIM ACCESSORIES

A. Interior Trim: ASTM C 1047.
1. Material: Galvanized or aluminum-coated steel sheet or rolled zinc; or Paper-faced galvanized steel sheet.
2. Shapes:
a. Cornerbead.
b. LC-Bead: J-shaped; exposed long flange receives joint compound.
c. L-Bead: L-shaped; exposed long flange receives joint compound.
d. U-Bead: J-shaped; exposed short flange does not receive joint compound.
e. Expansion (control) joint.

2.5 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C 475/C 475M.

B. Joint Tape:
1. Interior Gypsum Board: Paper.
2. Glass-Mat Interior Gypsum Board: As recommended by panel manufacturer.
3. Tile Backing Panels: As recommended by panel manufacturer.
4. Glass-Mat, Water-Resistant Backing Board: As recommended by panel manufacturer.

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 setting-type taping compound.
      a. Use setting-type compound for installing paper-faced metal trim accessories.
   3. Fill Coat: For second coat, use setting-type, sandable topping compound.
   4. Finish Coat: For third coat, use setting-type, sandable topping compound.
   5. Skim Coat: For final coat of Level 5 finish, use setting-type, sandable topping compound

D. Joint Compound for Tile Backing Panels:
   1. Glass-Mat, Water-Resistant Backing Panel: As recommended by backing panel manufacturer.
   2. Cementitious Backer Units: As recommended by backer unit manufacturer.
   3. Water-Resistant Gypsum Backing Board: Use setting-type taping compound and setting-type, sandable topping compound.

2.6 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.

B. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
   1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.

C. Acoustical Joint Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates, with Installer present, for compliance with requirements and other conditions affecting performance.

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 APPLYING AND FINISHING PANELS, GENERAL

A. Comply with ASTM C 840.

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 (1.5 mm) 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 joints with space between edges of adjoining gypsum panels.

F. Where required for sound, fire, air or smoke ratings cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.).
1. Use gypsum panels of not less than 8 sq. ft. (0.7 sq. m) in area.
2. Fit gypsum panels around ducts, pipes, and conduits.
3. Where partitions intersect structural members cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- (6.4- to 9.5-mm-) wide joints to install sealant.

G. 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.

H. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.

I. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

3.3 APPLYING INTERIOR GYPSUM BOARD

A. Single-Layer Application:
1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
2. On partitions/walls, apply gypsum panels vertically (parallel to framing) or horizontally (perpendicular to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.

a. Stagger abutting end joints not less than one framing member in alternate courses of panels.

3. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

B. Multilayer Application:
1. On ceilings, apply gypsum board indicated for base layers before applying base layers on walls/partitions; apply face layers in same sequence. Apply base layers at right angles to framing members and offset face-layer joints one framing member, 16 inches (400 mm) minimum, from parallel base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly.
2. On partitions/walls, apply gypsum board indicated for base layers and face layers vertically (parallel to framing) with joints of base layers located over stud or furring member and face-layer joints offset at least one stud or furring member with base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly. Stagger joints on opposite sides of partitions.
3. Fastening Methods: Fasten base layers and face layers separately to supports with screws

3.4 INSTALLING TRIM ACCESSORIES

A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.

B. Control Joints: Install control joints where indicated and additionally according to ASTM C 840 and in specific locations approved by Architect for visual effect.

C. Interior Trim: Install in the following locations:
1. Cornerbead: Use at outside corners unless otherwise indicated.
2. LC-Bead: Use at exposed panel edges and where indicated.
3. L-Bead: Use where indicated.
4. U-Bead: Use only where indicated.

3.5 FINISHING GYPSUM BOARD

A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.

B. Prefill open joints, rounded or beveled edges, and damaged surface areas.

C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.

D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
2. Level 2: Panels that are substrate for tile.

3. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.
   a. Primer and its application to surfaces are specified in Section "Interior Painting."
4. Level 5: At panel surfaces at corridors, lobbies and stairwells that will be exposed to view unless otherwise indicated.
   a. Primer and its application to surfaces are specified in Section "Interior Painting."

3.6 PROTECTION

A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.

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

SECTION 09 91 20 – PAINTING

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Painting and finishing of exposed interior items and surfaces.

B. Related Sections:
   1. Section “Joint Sealants” for sealants applied after paint application.
   2. Section “Gypsum Board” for finishing and preparation of new and existing gypsum board surfaces prior to painting.

1.02 REFERENCES

A. ASTM D 16 -- Standard Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products; latest edition.

1.03 DEFINITIONS

A. Conform to ASTM D 16 for interpretation of terms used in this section.

1.04 SUBMITTALS

A. Product Data: Submit manufacturer's technical information, including paint label analysis and application instructions for each material proposed for use.

B. Samples: Prior to beginning work, submit samples for the Architect's review of color and texture only. Label and identify each material application and location for each coat of each finish sample.
   1. Submit samples as requested by the Architect until acceptable sheen, color, and texture are achieved.
   2. On 12- by 12-inch hardboard, submit 2 samples of each color and material.
   3. On actual wood surfaces, submit two 4- by 8-inch samples of each wood finish specified.
   4. On concrete masonry, submit two 4-inch-square samples of masonry for each type of finish and color, defining filler, prime, and finish coat.

C. Product Reports: Showing compliance with Basis-of Design Products.

1.05 QUALITY ASSURANCE

A. Single Source Responsibility:
   1. To the maximum extent practicable, select a single manufacturer to provide all materials required by this section, using additional manufacturers to provide systems not offered by the selected principal manufacturer.
   2. For each individual system: Provide primer and other undercoat paint produced by same manufacturer as finish coat. Use only thinners approved by paint manufacturer, and use only within recommended limits.

B. Applicator: Firm with not less than 3 years of successful experience in painting work similar in scope to work of this project.
   1. Maintain throughout duration of the work a crew of painters who are fully qualified to satisfy requirements of the specifications.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Delivery: Deliver materials to project site in original, new, unopened packages and containers bearing the manufacturer's name and label.

B. Store materials in tightly covered containers.
   1. Maintain containers in a clean condition, free of foreign materials and residue.

C. Store materials at ambient temperature of between 45 degrees F minimum and 90 degrees F maximum, in a well-ventilated area.

D. Ensure that storage area is neat and orderly. Remove oily rags and waste daily.

E. Take precautionary measures to prevent fire and health hazards.

1.07 PROJECT CONDITIONS

A. Environmental Requirements:
   1. Comply with manufacturer’s recommendations.
   2. Provide continuous ventilation and heating to prevent accumulation of hazardous fumes and to maintain surface and ambient temperatures above 45 degrees F for 24 hours before, during, and for 48 hours after application of finishes.

1.08 COORDINATION

A. General: Perform painting work in proper sequence with work of other trades to avoid damage to finished work.

B. Primers: Provide finish coats which are compatible with prime paints used. Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates.
   1. Upon request, furnish information to other trades on characteristics of finish materials proposed for use.
   2. Provide barrier coats over incompatible primers, or remove and re-prime as required.
   3. Notify the Architect in writing of any anticipated problems using specified coating systems with substrates primed by others.

PART 2 - PRODUCTS

2.02 PRODUCTS

A. Products: Named products and the tested performance capability of those products shall be the Basis-of Design for products provided by one of the other indicated Manufacturer's. Subject to compliance with requirements, provide product indicated in paint schedule or comparable product by one of the following:
   1. The Glidden Company (GC).
   2. PPG Industries, Inc./Pittsburgh Paints (PPG).
   3. Sherwin Williams Company (SWC).

2.03 MATERIALS

A. Material Quality:
   1. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable.

B. Colors and Textures:
   1. For multicoat systems, apply each coat using a successively darker tint or shade, unless approved otherwise.
   3. Top coat colors: As indicated in color schedule.

C. Color Pigments:
   1. Pure, nonfading paints to suit substrates and service indicated.
   2. Lead content:
      a. Not more than 0.06 percent lead, based on total nonvolatile (dry-film) weight.
      b. This limitation is extended to all surfaces readily accessible to children under 7 years of age.

PART 3 - EXECUTION

3.01 INSPECTION

A. Verify that surfaces and conditions are ready for work as instructed by the product manufacturer.

B. Examine surfaces scheduled to be finished, prior to commencement of work.
   1. Report any unsatisfactory condition in writing to the Contractor.
   2. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the applicator.
   3. Starting of painting work in any particular area will be construed as acceptance of surfaces and conditions within that area.

C. Do not paint over any code-required labels, equipment identification, performance rating, name, or nomenclature plates.

3.02 PREPARATION

A. General: Prepare and clean each substrate condition in accordance with manufacturer's instructions and as herein specified.

1. Provide barrier coats or remove and reprime incompatible primers and coatings as required.
2. Remove electrical plates, hardware, light fixture trim, and fittings prior to preparing or finishing surfaces.
    a. Reinstall removed items following the completion of painting of each space or area.
3. Clean surfaces before applying surface treatment.
    a. Remove oil and grease prior to mechanical cleaning.
    b. Coordinate cleaning and painting to ensure that no cleaning contaminants will fall onto newly painted areas.

B. Cementitious Materials:
1. Prepare cementitious surfaces to be painted by removing existing coatings that are not fully adhered, efflorescence, chalk, dust, dirt, grease, and oils, and by roughening as required to remove glaze. Scrape or grind irregular surfaces to remove mortar and grout projections to create uniform surface texture.
2. Determine alkalinity and moisture content of surfaces to be painted by performing appropriate tests.
3. Do not paint over surfaces where test results exceed results permitted in manufacturer's printed directions.

C. Wood:
1. Clean wood surfaces to be painted with scrapers, mineral spirits, and sandpaper, as required.
2. Sand smooth those finished surfaces exposed to view, and dust off.
3. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer before application of priming coat.
4. After priming, fill holes and imperfections in finish surfaces with putty, plastic wood-filler, or exterior caulking compound as applicable.
    a. Sand smooth when dried.
5. Prime wood required to be job-painted.
    a. Do not apply coating to wood having moisture content in excess of that recommended by coating manufacturer.
    b. For other panel products, prime all six (6) surfaces. Field cuts shall be primed prior to installation.

D. Ferrous Metals:
1. Clean ferrous surfaces which are not galvanized or shop-coated, removing oil, grease, dirt, loose mill scale, or other foreign substances by means of solvents, wire brushing, or sandblasting.
2. Touch up shop-applied prime coats wherever damaged or bare, where required by other sections of these specifications.
3. Clean and touch up with same type shop primer.

E. Galvanized Surfaces:
1. Clean free of oil and surface contaminants with non-petroleum-based solvent.
2. Apply coat of etching solvent.

F. Impervious Surfaces:

1. Remove mildew by scrubbing with solution of trisodium phosphate and bleach.
2. Rinse with clean water and allow surface to dry.

3.03 MATERIALS PREPARATION

A. Mix and prepare painting materials in accordance with manufacturer's directions.
   1. Stir materials before application to produce a mixture of uniform density; stir as required during application.
   2. Do not stir surface film into material.
   3. Remove film and, if necessary, strain material before using.
   4. Maintain containers used in mixing and application of paint in a clean condition, free of foreign materials and residue.

3.04 APPLICATION

A. General:
   1. Apply paint in accordance with manufacturer's directions.
   2. Use applicators and techniques best suited for substrate and type of material being applied.
      a. Surface imperfections will not be acceptable.
      b. Where items or surfaces are not specifically mentioned, paint the same as similar adjacent materials or areas.
         (1) If color or finish is not designated, the Architect will select these from standard colors or finishes available.
      c. Apply additional coats until paint film is of uniform finish, color, and appearance.
         (1) Ensure that all surfaces receive a dry film thickness equivalent to those of flat surfaces.
      d. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces.
      e. Paint surfaces behind permanently fixed equipment or furniture with prime coat only before final installation of equipment.
      g. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
      h. Finish doors on top, bottom, and side edges the same as exterior faces unless otherwise indicated.

B. Scheduling Painting:
   1. Apply first-coat material to prepared surfaces as soon as practicable and before subsequent surface deterioration.
      a. Do not recoat until paint has dried.
   2. Where epoxy coatings are used complete painting of surfaces before sealant installation.

C. Minimum Coating Thickness:
   1. Apply materials at rate to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.

D. Mechanical and Electrical Items:

1. Paint electrical items exposed in equipment rooms and in occupied spaces.
2. Paint mechanical items exposed in equipment rooms and in occupied spaces.
3. Mechanical items to be painted include, but are not limited to, the following:
   a. Piping, pipe hangers, and supports.
   b. Accessory items.
   c. Others as noted on drawings.
4. Electrical items to be painted include, but are not limited to, the following:
   a. Conduit and fittings.
   c. Others as noted on drawings.

E. Prime Coats:
1. Apply prime coat on material which is required to be painted or finished, and which has not been prime coated by others.

F. Completed Work:
1. Match approved samples for color, texture, and coverage.
2. Remove, refinish, or repaint work not in compliance with specified requirements.

3.05 CLEANING AND PROTECTION

A. Cleaning:
1. During progress of work, remove from site discarded paint materials, rubbish, cans, and rags at end of each work day.
2. Upon completion of painting work, clean window glass and other paint-spattered surfaces.
   a. Do not scratch or otherwise damage finished surfaces.

B. Protection:
1. Protect work of other trades against damage by painting and finishing work.
   a. Correct any damage to the Architect's satisfaction.
2. Provide "wet paint" signs as required to protect newly painted finishes.
3. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.
4. At completion of work of other trades, touch up and restore all damaged or defaced painted surfaces.

3.06 INTERIOR PAINT SYSTEMS

A. Wood:
1. Semi-gloss, opaque:
   a. Bottom coat: Exterior Oil Based Wood Primer (Y24W08020).
   b. Two top coats: ProMar 200 Interior Alkyd Semi-Gloss, B34W250 Series.

B. Concrete Masonry Units (CMU):
1. Semi-Gloss:
   a. Bottom coat: Loxon Block Surfacer A24W200 series.
   b. Two Top Coats:

(1.) Pro Industrial Zero VOC Waterborne Catalyzed Epoxy B73-300 Series. (or)
(2.) Pro Industrial Pre-Catalyzed WB Epoxy K46 Series.

C. Ferrous Metal, Shop Primed; Galvanized Metal; Ferrous Metal, Field Primed:
1. Semigloss, opaque:
a. Bottom coat: Pro-Cryl Universal Primer B66-310 Series.
b. Two Top Coats:
(1.) Pro Industrial Zero VOC Waterborne Catalyzed Epoxy B73-300 Series. (or)
(2.) Pro Industrial Pro Industrial Pre-Catalyzed WB Epoxy K46 Series.

3.07 EXTERIOR PAINT SYSTEMS

A. Galvanized Metal;
1. Semigloss, opaque:
a. Bottom coat: Pro Industrial Pro-Cryl Universal Primer B66-310 Series.
b. Two Top Coats: Pro Industrial Zero VOC Acrylic (B66-600 Series).

B. Concrete Masonry Units (CMU):
1. Opaque:
a. Bottom coat: Loxon Block Surfacer A24W200 series
b. Two top coats: ConFlex XL High Build Smooth (A05-450 Series)

C. Wood:
1. Semi-gloss, opaque:
a. Bottom coat: Exterior Oil Based Wood Primer (Y24W08020).
b. Two top coats: Pro Industrial Zero VOC Acrylic (B66-600 Series).

END OF SECTION

SECTION 22 14 16 – RAINWATER LEADERS

GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following storm rainwater drainage piping inside the building:

1. Pipe, fittings.
2. Special pipe fittings.

1.3 PERFORMANCE REQUIREMENTS

A. Components and installation shall be capable of withstanding the following minimum working-pressure, unless otherwise indicated:

1. Storm Drainage Piping: 40-foot head of water (30 kPa).

1.4 SUBMITTALS

A. Product Data: For pipe, tube, fittings, and couplings.

1.5 QUALITY ASSURANCE

A. Piping materials shall bear label, stamp, or other markings of specified testing agency.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.2 PVC PIPE AND FITTINGS

A. NSF Marking: Comply with NSF 14, "Plastics Piping Systems Components and Related Materials," for plastic piping components. Include marking with "NSF-drain" for plastic storm drain and "NSF-sewer" for plastic storm sewer piping.

B. Solid-Wall PVC Pipe: ASTM D 2665; drain, waste, and vent.

C. PVC Socket Fittings: ASTM D 2665, made to ASTM D 3311, drain, waste, and vent patterns and to fit Schedule 40 pipe.

D. Adhesive Primer: ASTM F 656.

E. Solvent Cement: ASTM D 2564.

2.3 SPECIALTY PIPE FITTINGS

A. Transition Couplings:

1. General Requirements: Fitting or device for joining piping with small differences in ODs or of different materials. Include end connections same size as and compatible with pipes to be joined.
2. Fitting-Type Transition Couplings: Manufactured piping coupling or specified-piping-system fitting.
3. Unshielded, Non-pressure Transition Couplings:
   a. Standard: ASTM C 1173.
   b. Description: Elastomeric sleeve, reducing or transition pattern. Include shear ring and corrosion-resistant-metal tension band and tightening mechanism on each end.
   c. Sleeve Materials:
      1) For Plastic Pipes: ASTM F 477, elastomeric seal or ASTM D 5926, PVC.
      2) For Dissimilar Pipes: ASTM D 5926, PVC or other material compatible with pipe materials being joined.
4. Outlet: Bottom
5. Dome Material: Stainless steel or Cast iron.
6. Underdeck Clamp: Required.
7. Sump Receiver: Required.

PART 3 - EXECUTION

3.1 PIPING APPLICATIONS

A. Aboveground storm drainage piping NPS 6 (DN 150) and smaller shall be of the following:

1. Install aboveground PVC piping according to ASTM D 2665.
2. Install sleeves for piping penetrations of walls, ceilings, and floors.

B. Joint Restraints and Sway Bracing:

1. Provide joint restraints and sway bracing for storm drainage piping joints to comply with the following conditions:

a. Provide axial restraint for pipe and fittings, upstream and downstream of all changes in direction, branches, and changes in diameter greater than two pipe sizes.
b. Provide rigid sway bracing for pipe and fittings, upstream and downstream of all changes in direction 45 degrees and greater.
c. Provide rigid sway bracing for pipe and fittings, upstream and downstream of all changes in direction and branch openings.

3.2 PIPING INSTALLATION

A. Make changes in direction for storm drainage piping using appropriate branches, bends, and long-sweep bends. Do not change direction of flow more than 90 degrees. Use proper size of standard increasers and reducers if pipes of different sizes are connected. Reducing size of drainage piping in direction of flow is prohibited.

B. Install storm drainage piping at the following minimum slopes, unless otherwise indicated:

1. Building Storm Drain: 1 percent downward in direction of flow

C. Do not enclose, cover, or put piping into operation until it is inspected and approved by authorities having jurisdiction.

3.3 HANGER AND SUPPORT INSTALLATION

A. Install the following:

1. Vertical Piping: MSS Type 8 or Type 42, clamps.
2. Individual, Straight, Horizontal Piping Runs: According to the following:
   a. 100 Feet (30 m) and Less: MSS Type 1, adjustable, steel clevis hangers.
   b. Longer Than 100 Feet (30 m): MSS Type 43, adjustable roller hangers.

3. Multiple, Straight, Horizontal Piping Runs 100 Feet (30 m) or Longer: MSS Type 44, pipe rolls. Support pipe rolls on trapeze.
4. Base of Vertical Piping: MSS Type 52, spring hangers.

B. Rod diameter may be reduced 1 size for double-rod hangers, with 3/8-inch (10-mm) minimum rods.

C. I Install hangers for PVC piping, with maximum horizontal spacing and minimum rod diameters, to comply with manufacturer's written instructions, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.

3.4 CONNECTIONS

A. Drawings indicate general arrangement of piping.

B. Use transition fitting to join dissimilar piping materials.

C. Connect storm drainage piping to roof drains and storm drainage specialties.

3.5 FIELD QUALITY CONTROL

A. During installation, notify authorities having jurisdiction at least 24 hours before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction.

1. Roughing-in Inspection: Arrange for inspection of piping before concealing or closing-in after roughing-in.
2. Final Inspection: Arrange for final inspection by authorities having jurisdiction to observe tests specified below and to ensure compliance with requirements.

B. Reinspection: If authorities having jurisdiction find that piping will not pass test or inspection, make required corrections and arrange for reinspection.

C. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.

D. Test storm drainage piping according to procedures of authorities having jurisdiction or, in absence of published procedures, as follows:

1. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. If testing is performed in segments, submit separate report for each test, complete with diagram of portion of piping tested.
2. Leave uncovered and unconcealed new, altered, extended, or replaced storm drainage piping until it has been tested and approved. Expose work that was covered or concealed before it was tested.
3. Test Procedure: Test storm drainage piping on completion of roughing-in. Close openings in piping system and fill with water to point of overflow, but not less than 10-foot head of water (30 kPa). From 15 minutes before inspection starts to completion of inspection, water level must not drop. Inspect joints for leaks.
4. Repair leaks and defects with new materials and retest piping, or portion thereof, until satisfactory results are obtained.
5. Prepare reports for tests and required corrective action.

3.6 CLEANING

A. Clean interior of piping. Remove dirt and debris as work progresses.

B. Protect drains during remainder of construction period to avoid clogging with dirt and debris and to prevent damage from traffic and construction work.

C. Place plugs in ends of uncompleted piping at end of day and when work stops.

END OF SECTION

SECTION 22 14 23 - STORM DRAINAGE PIPING SPECIALTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Metal roof drains.
2. Plastic roof drains.
3. Miscellaneous storm drainage piping specialties.
4. Cleanouts.

B. Related Requirements:

1. Section 07 55 20 "SSBS-Modified Bituminous Membrane Roofing”.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Roof drain installation detail as part of roof membrane system

1.4 QUALITY ASSURANCE

A. Drainage piping specialties shall bear label, stamp, or other markings of specified testing agency.

PART 2 - PRODUCTS

A. Cast-Iron, Medium-Sump, General-Purpose Roof Drains

1. Zurn , 12” Z121ZA
2. Standard: ASME A112.6.4.
3. Body Material: **Cast iron**.
4. Dimension of Body: 12 inch diameter.
5. Combination Flashing Ring.

6. Outlet: **Bottom**.
7. Outlet Type: **Threaded**.
8. Extension Collars: As needed.
9. Underdeck Clamp: **Required**.
10. Dome Material: **Aluminum**].

2.2 MISCELLANEOUS STORM DRAINAGE PIPING SPECIALTIES

A. Metal Downspout Nozzles:

1. Zurn, ZF 199 Downspout Nozzle
2. Description: Nozzle with wall flange and mounting holes to cover rough opening and serve as anchor.
3. Size: Same as connected downspout.
4. Material: Cast aluminum.
5. Piping Connection Type: **Slip on**.
6. Finish: Medium Bronze.
7. Opening Protection: **Bird screen**.

B. Sound Attenuation Blanket:
1. All roof drain piping shall be covered with 1.5" thick heavy density fiberglass pipe insulation equal to Owens Corning Fiberglass Flexwrap ASJ. Install insulation around pipe and secure with approved tape. Adjacent sections to be butted together and sealed with tape. Seal all joints.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install roof drains at low points of roof areas in accordance with roof membrane manufacturer's written installation instructions.

1. Install flashing collar or flange of roof drain to prevent leakage between drain and adjoining roofing. Maintain integrity of waterproof membranes where penetrated.
2. Install expansion joints, if indicated, in roof drain outlets.
3. Position roof drains for easy access and maintenance.

B. Install downspout adapters on outlet of back-outlet parapet roof drains and connect to sheet metal downspouts.

C. Install downspout nozzles at exposed bottom of conductors where they spill onto grade.

3.2 CONNECTIONS

A. Comply with requirements for piping specified in Section 221413 "Facility Storm Drainage Piping." Drawings indicate general arrangement of piping, fittings, and specialties.

3.3 INSTALLATION OF FLASHING

A. Fabricate flashing from single piece of metal unless large pans, sumps, or other drainage shapes are required.

B. Install sheet flashing on pipes, sleeves, and specialties passing through or embedded in floors and roofs with waterproof membrane.

C. Set flashing on floors and roofs in solid coating of bituminous cement.

D. Secure flashing into sleeve and specialty clamping ring or device.

3.4 PROTECTION

A. Protect drains during remainder of construction period to avoid clogging with dirt or debris and to prevent damage from traffic or construction work.

B. Place plugs in ends of uncompleted piping at end of each day or when work stops.

END OF SECTION 22 14 23

CITY OF MOBILE
MOBILE TECHNOLOGY CENTER (MIT)
ROOF REPLACEMENT & EXTERIOR REPAIRS

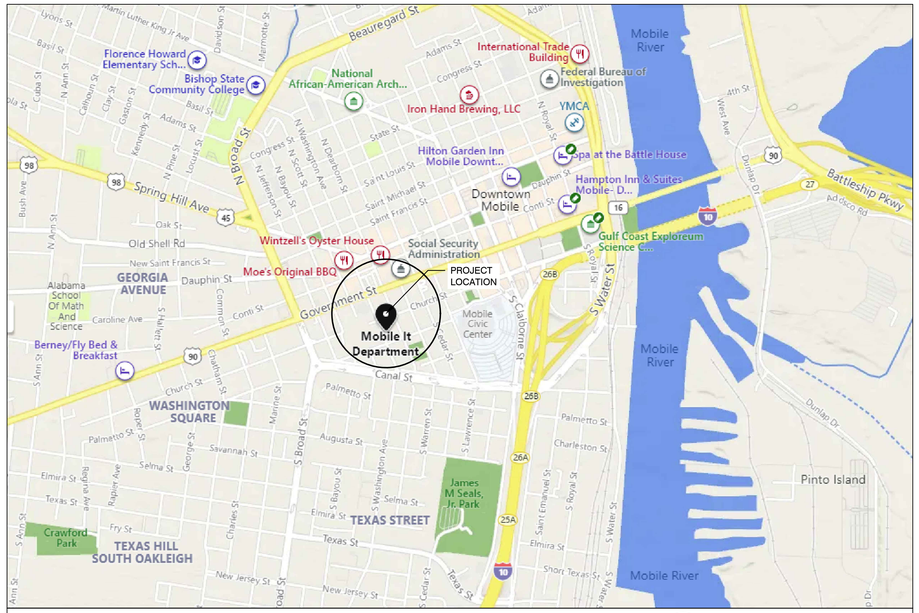
651 CHURCH STREET, MOBILE, ALABAMA 36602

City of Mobile Project (BG-087-21)

ARCHITECTS
TAG/THE ARCHITECTS GROUP, INC.
MOBILE, ALABAMA

INDEX TO DRAWINGS

GENERAL	
G101	TITLE SHEET, DRAWING INDEX, VICINITY MAP
LIFE SAFETY	
LS101	CODE SUMMARY, EXISTING SITE PLAN & EXISTING ZONING PLAN
ARCHITECTURE	
A001	SYMBOLS, ABBREVIATIONS, GENERAL NOTES
A002	PHOTO SHEET
A101	ROOF PLANS & KEYNOTES
A102	FIRST & SECOND FLOOR PLANS & PLAN DETAILS
A201	BUILDING ELEVATIONS
A301	SECTION DETAILS
A302	SECTION DETAILS
A303	ROOF DETAILS



VICINITY MAP N

TAG
THE ARCHITECTS GROUP/INC
710 DOWNTOWNER BOULEVARD
MOBILE, ALABAMA 36609
251_343_1811 tagarchitects.net

STATE OF ALABAMA
ROBERT R. TAYLOR
NO. 2279
REGISTERED ARCHITECT
02-23-22

CITY OF MOBILE
MOBILE TECHNOLOGY CENTER (MIT)
ROOF REPLACEMENT & EXTERIOR REPAIRS (BG-087-21)
651 CHURCH STREET Mobile, Alabama
City of Mobile Project

REVISIONS

NO.	DATE	REMARKS
	02-23-22	R.T.A.

KEY PLAN

SHEET TITLE
TITLE SHEET, DRAWING INDEX, VICINITY MAP

JOB NO. 2124

DATE: FEBRUARY 23, 2022

SHEET
G101

WRITTEN SCALES AT DRAWING TITLE(S) ARE VALID ONLY FOR 24" x 36" SHEET SIZE.

City of Mobile · Permitting

Building Code Summary

For All Commercial Projects

Information to be copied and placed on drawings

General Information

City of Mobile, Mobile Technology Center (MIT), Roof Replacement & Exterior Repairs
Name of Project

651 Church Street, Mobile, Alabama 36602
Address

Office of Government Establishment
Proposed Use

Architects Letter of Supervision Provided? ◉ Yes ○ No

Codes used in design (Check all that apply)

- ■ 2012 International Building Code
- ☐ 2014 National Electrical Code
- ■ 2012 International Existing Building Code
- ☐ 2012 International Mechanical Code
- ☐ 2012 International Fire Code
- ■ 2012 International Plumbing Code
- ☐ 2015 International Energy Conservation Code

Construction Description

☐ Addition ☐ Alteration ☐ New Construction ■ Renovation of Existing Building ☐ Tenant Build-Out

Scope of Work - Building:

Roof replacement of existing sloped asphalt shingle roofing with new standing seam metal roofing & existing low slope roofing with new modified bitumen mineral surface roofing.
Roof replacement of existing low slope roofing with new modified bitumen mineral surface roofing & installation of new overflow roof drains.
Exterior repairs to the existing Exterior Insulation and Finish System.

Scope of Work - Electrical:

N/A

Scope of Work - Mechanical:

N/A

Scope of Work – Plumbing

N/A

Existing Buildings
The building will remain in operation during construction ◉ Yes ○ No
If yes, add provisions for rigid safety barriers and dust barriers to protect the public during construction in accordance with the applicable provisions of IBC Chapter 34. Yellow safety tape is not acceptable.

Provide Level of Alterations per IEBC ■ 1 ☐ 2 ☐ 3

Renovations (Change of Occupancy)
Is the work in this building or space changing the occupancy type? ○ Yes ◉ No

Historic Buildings
Is this building a Historic Building? ○ Yes ◉ No

Construction Type ☐ IA ☐ IB ☐ IIA ■ IIB ☐ IIIA ☐ IIIB ☐ IV ☐ VA ☐ VB

Occupancy Classification

☐	Assembly 303	☐ A-1	☐ A-2	☐ A-3	☐ A-4 ☐ A-5
☑	Business 304				
☐	Education 305				
☐	Factory Industrial 306	☐ F-1	☐ F-1		
☐	High-Hazard 307	☐ H-1	☐ H-2	☐ H-3	☐ H-4 ☐ H-5
☐	Institutional 308	☐ I-1	☐ I-2	☐ I-3	☐ I-4 ☐ Condition
☐	Mercantile 309				
☐	Residential 310	☐ R-1	☐ R-2	☐ R-3	☐ R-4
☐	Storage 311	☐ S-1	☐ S-2	☐ High-piled	
☐	Utility & Miscellaneous 312				

Building Element	Required Rating	UL No. *
Structural frame; columns, girders, trusses	0	
Bearing walls exterior	0	
Bearing walls interior	0	
Non-bearing walls & partitions exterior	0	
Non-bearing walls & partitions interior	0	
Floor construction; supporting beams and joists	0	
Roof construction; supporting beams and joists	0	

No change to existing building elements ratings

Sprinklers system	☐ Yes	■ No	☐ Partial
Sprinkler type	☐ 13	☐ 13R	☐ 13D
Standpipes	☐ Yes	☐ No	☐ Wet ☐ Dry Class
Fire / Smoke Alarm	○ Yes	○ No	

Fire Rated Elements	Required Rating	Hourly Rating	UL No. *
Ceiling-Floors	0		
Beams	0		
Columns	0		
Ceiling-Roofs	0		
Shafts-Exit	n/a		
Shafts-Other	n/a		
Corridor separation	1	1	U-404 sim.
Occupancy separation	n/a		

No change to existing fire rated elements

Corridor separation to be maintained at piping penetrations per UL System No. W-L-2002, see sheet A-102.

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Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Revised April 2020

Party/Fire wall separation	n/a	
Smoke barrier separation	n/a	
Tenant separations	n/a	

** Or other approved agencies*

- All fire rated walls shall be identified on plans by hatching, shading, etc.; show legend.
- Identify code section when using any special exceptions, etc.
- Reproduce full UL. Or other approved agencies details or reproductions of rated assemblies/penetrations on the drawings.

Draft Stopping (IBC 7)
Draft stopping in floor (IBC 718.3) ○ Yes ○ No
Draft stopping in attic (IBC 718.4) ○ Yes ○ No

No change to existing draft stopping.

Accessibility (IBC 11)
Design conforms to IBC Chapter 11 and ICC A117.1-2009? ○ Yes ○ No
If no, explain below condition that will not allow building to be accessible

No change to existing accessibility or accessible ways.

Design Loads (City Ordinance 1609.3)

Ultimate Design Wind Speed (IBC 1609 or ASCE 7-10)
■ Risk Cat. I-145MPH ☐ Risk Cat. II-159MPH ☐ Risk Cat. III & IV-169MPH

Live Loads (IBC 1607)
Roof _____ PSF Attic _____ PSF Floor _____ PSF Mezzanine_____ PSF

No change to existing design loads.

Wind-Borne Debris Region (IBC 1609)
This building will use impact resistant glass per (IBC 1609.1.2) ○ Yes ○ No
This building will use engineered shutters or other approved method ○ Yes ○ No

No change to existing exterior glazing or opening protections.

Special Inspections and Tests (IBC 17)
I have reviewed the requirements of IBC Section 17, specifically 1705; the design incorporates the requirements and is reflected on the drawings and in the specifications. Below are the requirements to be included:
N/A

The Contractor has been notified of his responsibility under Section 1704. ○ Yes ◉ No N/A

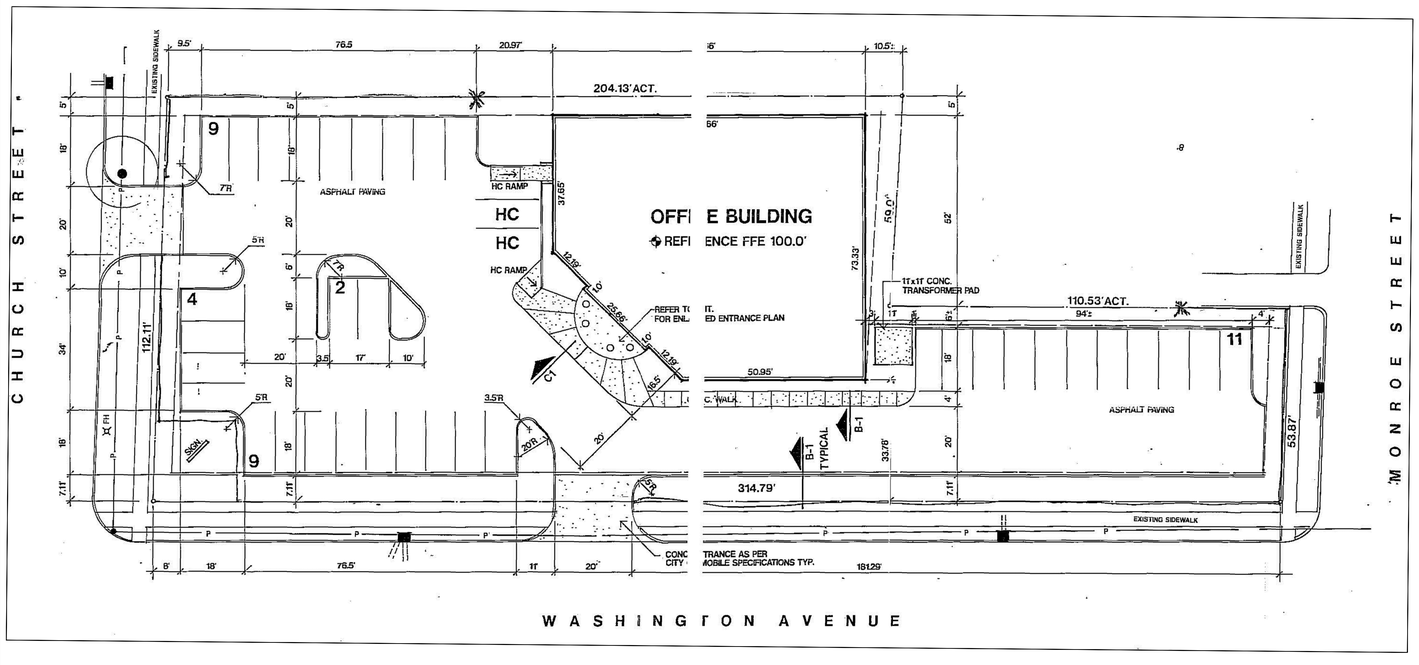
Safety Glazing for Hazardous (IBC 2406)
I have identified on drawings where tempered glass is required in hazardous locations (2406.4) ○ Yes ○ No

No change to existing safety glazing

Flood Requirements (IBC 1612)
All projects located in a Special Flood Hazard Area shall comply with the City of Mobile Storm Water Management and Flood Control Ordinance. ◉ Yes ○ No

No change to existing Floor Requirements.

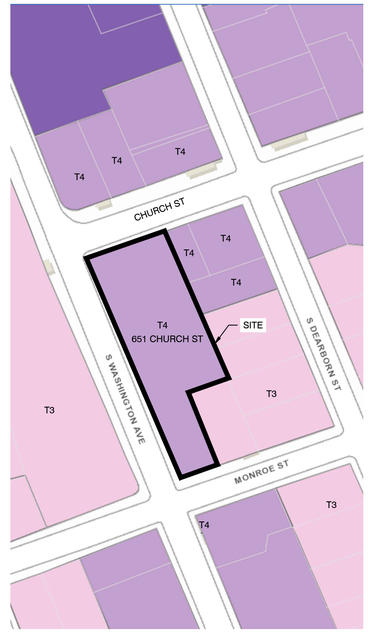
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Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Revised April 2020



1 EXISTING SITE PLAN

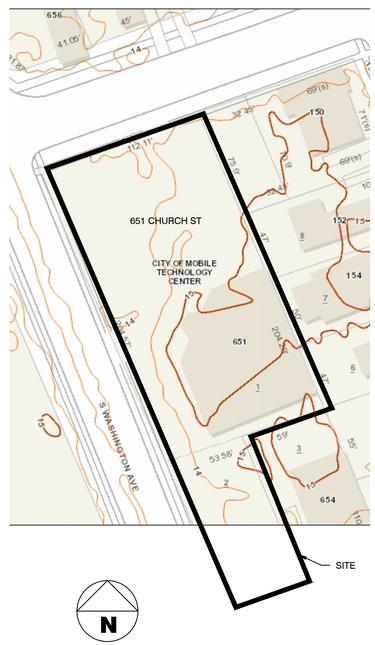
1"=20'

NOTE:
REFERENCE FFE 100.0' =
SURVEY ELEVATION 15.33'



2 EXISTING ZONING

NTS



3 EXISTING CONTOURS

NTS

THE ARCHITECTS GROUP/INC
710 DOWNTOWNER BOULEVARD
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STATE OF ALABAMA
ROBERT R. TAYLOR
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CITY OF MOBILE
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ROOF REPLACEMENT &
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651 CHURCH STREET Mobile, Alabama
City of Mobile Project

REVISIONS

NO.	DATE	REMARKS
	02-23-22	R.T.A.

KEY PLAN

SHEET TITLE
CODE SUMMARY, EX. SITE PLAN & EX. ZONING PLAN

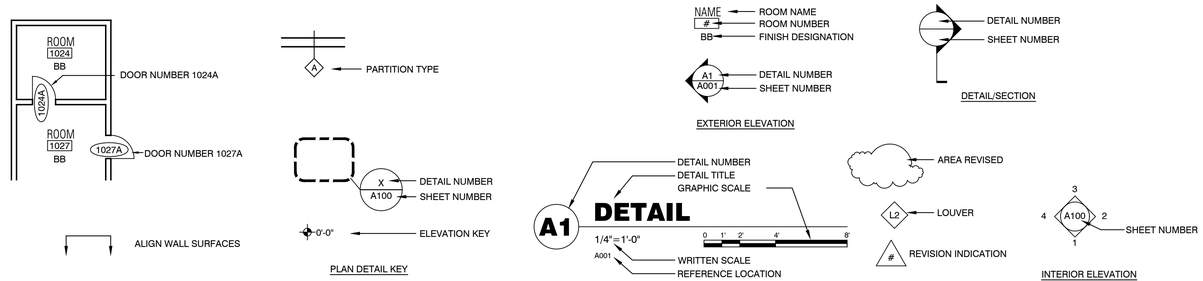
JOB NO. 2124

DATE: FEBRUARY 23, 2022

SHEET
LS101

WRITTEN SCALES AT DRAWING TITLE(S) ARE VALID ONLY FOR 24" x 36" SHEET SIZE.

SYMBOLS



ABBREVIATIONS

@	at
∠	angle
℄	centerline
Ø	diameter
AB	Anchor Bolt
AC	Air Conditioning
ACST	Acoustic
ACT	Acoustic Ceiling Tile
ADA	Americans with Disabilities Act
AFF	Above Finished Floor
ALT	Alternate
ALUM	Aluminum
APPROX	Approximately
BC	Base Cabinet
BD	Board
BLDG	Building
BS	Both Sides
CAB	Cabinet
CAC	Ceiling Attenuation Class
CEM	Cement
CF	Cubic Foot
CG	Corner Guard
CJ	Control Joint
CLG	Ceiling
CLO	Closet
CM	Centimeter
CMU	Concrete Masonry Unit
COL.	Column
CONC	Concrete
CONSTR	Construction
CONT	Continuous
CORR	Corridor
CPT	Carpet
CRN	Crown
CSK	Counter Sunk
CT	Ceramic Tile
CTB	Ceramic Tile Base
CU	Cubic
CUYD	Cubic Yard
CW	Cold Water
D	Penny (nail)
DBL	Double
DEL	Delete
DEMO	Demolition
DF	Drinking Fountain
DIA	Diameter
DIAG	Diagonal
DIV	Division
DN	Down
DS	Downspout
DTL	Detail
DW	Dishwasher
DWG	Drawing
DWR	Drawer
EA	Each
EJ	Expansion Joint
EL	Elevation
ELEC	Electrical
ELEV	Elevator
EMER	Emergency
ENGR	Engineer
EQ	Equal
EQUIP	Equipment
EWC	Electric Water Cooler
EWH	Electric Water Heater
EXH	Exhaust
EXIST	Existing
EXP	Expansion
EXT	Exterior, Extinguisher
FA	Fire Alarm
FD	Floor Drain
FE	Fire Extinguisher
FEC	Fire Extinguisher Cabinet
FHC	Fire Hose Cabinet
FIN	Finish
FIN FLR	Finished Floor
FLUOR	Fluorescent
FOM	Face of Masonry
FP	Fire Proof
FR	Fire Resistant, Fire Rating
FT	Foot/Feet
FUR	Furring
GA	Gage, Gauge
GALV	Galvanized
GB	Grab Bar
GC	General Contractor
GL	Glass
GYPBD	Gypsum Board (drywall)
HC	Hollow Core, Handicap
HCP	Handicapped
HD	Head/Header
HDBD	Hard Board
HDW	Hardware
HDWD	Hardwood
HM	Hollow Metal
HNDRL	Hand Rail
HORIZ	Horizontal
HT	Height
HVAC.	Heating/Ventilating/Air Conditioning
HWC	Hot Water Heater
ID	Inside Diameter
INCL	Include(d)(ing)
INFO	Information
INSUL	Insulation
INT	Interior
J-BOX	Junction Box
JANCLO	Janitor Closet
JT	Joint
KD	Knock Down
KIT	Kitchen
KO	Knock Out
KW	Kilowatt
LAB	Laboratory
LAM	Laminate(d)
LAV	Lavatory
LBL	Label
LBS	Pounds
LF.	Linear Foot
LH	Left Hand
M	Meter(s)
MAX	Maximum
MB	Modified Bitumen
MDF	Medium Density Fiberboard
MECH	Mechanical
MED	Medium
MEZZ	Mezzanine
MFR	Manufacturer
MIN	Minimum
MISC	Miscellaneous
MM	Millimeter
MO	Masonry Opening
MTD	Mounted
MTL	Metal
N	North
NIC	Not in Contract
NO	Number
NOM	Nominal
NTS	Not To Scale
OC	On Center
OD	Outside Diameter
OF/CI	Owner Furnished/ Contractor Installed
OF/OI	Owner Furnished/ Owner Installed
OPNG	Opening
PERP	Perpendicular
PLAM	Plastic Laminate
PLAS	Plaster/ Plastic
PLYWD	Plywood
PT	Paint / Pressure Treated
PTD	Paper Towel Dispenser
PTN.	Partition
PVC	Polyvinyl Chloride
QT	Quarry Tile
R	Riser, Radius
RA	Return Air
RB	Rubber Base
RAF	Resilient Athletic Flooring
RCP	Reflected Ceiling Plan
RD	Roof Drain
REBAR	Reinforcing Steel Bars
RECD	Received
REF	Reference
REINF	Reinforce
REQD	Required
REV	Revision(s), Revised
RET	Return
RH	Right Hand
RM	Room
RO	Rough Opening
SALV	Salvage
SB	Splash Block
SC	Solid Core
SCB	Smooth Color Block
SCHED	Schedule
SECT	Section
SFB	Split Face Block
SHT	Sheet
SIM	Similar
SND	Sanitary Napkin Dispenser
SPEC	Specification(s)
SST	Stainless Steel
STC	Sound Transmission Class
STD	Standard
STRUCT	Structural
SUSP	Suspended
SYS	System
T	Tread
TB	Towel Bar
TC	Terra Cotta
TD	Towel Dispenser
TEL	Telephone
TER	Terrazo
THK	Thickness
THRU	Through
TOM	Top of Masonry
TOS	Top of Slab, Top of Steel
TPD	Toilet Paper Dispenser
TPH	Toilet Paper Holder
TV	Television
TYP	Typical
U.N.O.	Unless Noted Otherwise
VB	Vinyl Base
VCT	Vinyl Composition Tile
VCJ	Veneer Control Joint
VERT	Vertical
VIF	Verify In Field
VWC	Vinyl Wall Covering
W	Watt, Width, Wide
W/	With
W/O	Without
WC	Water Closet, Wall Covering
WD	Wood
WH	Water Heater
WP	Water Proofing
YD	Yard

GENERAL NOTES

GENERAL CONDITIONS

1. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS INDICATED WITHIN THESE DOCUMENTS AND SHALL NOTIFY THE ARCHITECT OF ANY VARIATION PRIOR TO THE PURCHASING OF ANY MATERIALS, STARTING FABRICATION OR BEGINNING CONSTRUCTION.
2. THE CONTRACTOR, AT THE COMPLETION OF THIS PROJECT, SHALL LEAVE ALL AREAS AND FINISHED SPACES IN A CLEAN AND ACCEPTABLE CONDITION.
3. ALL MECHANICAL, PLUMBING, AND ELECTRICAL SYSTEMS ARE TO BE FULLY COORDINATED WITH THE ARCHITECTURAL DOCUMENTS BY THE GENERAL CONTRACTOR.
4. CONDUIT, PIPING, ETC. SHALL NOT BE INSTALLED IN CMU CELLS THAT CONTAIN REINFORCING.

THE DRAWINGS

1. DO NOT SCALE DRAWINGS. DIMENSIONS OR LINEAR MEASUREMENTS TAKE PRECEDENCE OVER NOTED DIMENSIONS.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING FLOOR FINISH MATERIALS TO INSURE THAT TRANSITIONS BETWEEN FLOORING MATERIALS WILL BE SMOOTH AND IN ACCORDANCE WITH THE DRAWINGS.
3. UNLESS OTHERWISE NOTED, CHANGES IN FLOORING MATERIAL SHALL OCCUR AT THE CENTER LINE OF THE DOOR.
4. CENTER ALL CEILING GRIDS EACH WAY IN ALL CORRIDORS AND ROOMS OR AS SHOWN ON REFLECTED CEILING PLANS.
5. REFER TO ELECTRICAL DRAWINGS FOR ALL LIGHTING FIXTURE AND AIR GRILL LOCATIONS AND SPECIFICATIONS.

WORKMANSHIP

1. ALL WORK SHALL BE PERFORMED AT THE HIGHEST LEVEL OF STATE OF THE INDUSTRY PRACTICES.
2. WHERE NEW CONSTRUCTION IS TO ALIGN WITH EXISTING CONDITIONS, THE GENERAL CONTRACTOR SHALL VERIFY DIMENSIONS AND NOTIFY THE ARCHITECT OF ANY DISCREPANCY BEFORE PROCEEDING WITH THE WORK.
3. WALL, FLOOR, CEILING GRILLS AND REGISTERS SHALL BE FINISHED TO MATCH COLOR SPECIFIED FOR THE SURFACE IN WHICH THE ITEM IS INSTALLED. PAINT USED ON METAL WORK SHALL BE SEMI-GLOSS ENAMEL UNLESS OTHERWISE SPECIFIED.
4. CONTRACTOR SHALL COORDINATE, SCHEDULE AND PERFORM ALL CONSTRUCTION ACTIVITY, PROVIDE ALL SUPPORT AND MISCELLANEOUS MATERIALS REQUIRED TO ACHIEVE THE INTENDED DESIGN OBJECTIVES.

RENOVATION

1. DUE TO THE COMPLEX AND INTERRELATED NATURE OF THE DEMOLITION OF EXISTING ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, ETC. AND NEW CONSTRUCTION FOR THE SAME, SOME NEW WORK INSTRUCTION OCCURS ON DEMOLITION PLANS. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR COORDINATING INSTALLATION & FURNISHING OF ALL ITEMS SHOWN IN THIS SET, REGARDLESS OF THE LOCATION WHERE IT APPEARS.
2. FIELD VERIFY EXISTING CONDITIONS AND DIMENSIONS BEFORE DEMOLITION OF BUILDING SYSTEMS. COORDINATE DEMOLITION WITH NEW WORK AND NOTIFY ARCHITECT OF CONFLICTS. NO DEMOLITION WORK SHALL PROCEED UNTIL CONFLICTS ARE RESOLVED TO THE SATISFACTION OF ARCHITECT.
3. ALL EXISTING FLOOR ELEVATIONS GIVEN ARE APPROXIMATE. EXISTING FLOORS ARE UNEVEN AND DAMAGED IN PLACES. FIELD VERIFY ALL FLOOR TO STRUCTURE HEIGHTS.
4. IF A WALL IS SCHEDULED TO BE DEMOLISHED, THE FULL HEIGHT OF THAT WALL FROM STRUCTURAL SLAB TO STRUCTURAL SLAB IS TO BE REMOVED. THE PERIMETER OF THE WALL, WHERE DEMOD WALLS MEET THE FLOOR, WALL, AND STRUCTURE, SHALL BE CLEANED AND PREPARED FOR NEW FINISHES TO MATCH EXISTING, SO THAT NO TRACE OF THE FORMER WALL IS VISIBLE. THE SAME APPLIES TO DROPPED CEILING SOFFITS AND FURR-DOWNS.
5. FINISHES AFFECTED BY THE WORK SHALL BE REPAIRED/REPLACED TO MATCH EXISTING FINISHES.
6. ALL SURFACES REVEALED AFTER DEMOLITION AND SCHEDULED TO BE NEW FINISHED SURFACES ARE TO BE PATCHED AND REPAIRED TO MATCH SURROUNDING SURFACES READY TO RECEIVE PAINT.
7. PATCH ALL SURFACES WHERE ITEMS ARE REMOVED TO MATCH ADJACENT SURFACES.
8. IF PLUMBING FIXTURE IS TO BE REMOVED, REMOVE ABOVE SLAB LINES BACK TO NEXT UNREMOVED FIXTURE. IN OTHER WORDS, IF THE ABOVE SLAB LINES ARE NOT REQUIRED SOMEWHERE ELSE, REMOVE THEM TO THE POINT THEY ARE ACTIVE. DO NOT JUST CAP AND ABANDON.
9. CONTRACTOR IS TO REMOVE ALL ACCESSORIES ASSOCIATED WITH A REMOVED ITEM, AND/OR THOSE WHICH INTERFERE WITH NEW CONSTRUCTION, WHETHER SPECIFICALLY NOTED OR NOT. ITEMS INCLUDE, BUT ARE NOT LIMITED TO, HIDDEN CONDUIT OR PIPING, SWITCHES, OUTLETS, ETC. WIRING FROM ELECTRICAL DEVICES IS TO BE REMOVED BACK TO THE PANEL AND THE PANEL BOARD MARKED.
10. IF THERE ARE ABANDONED JUNCTION BOXES IN THE EXISTING CMU WALLS, THE GC IS TO REMOVE THE WIRING AND COVER WITH COVER PLATE.
11. SEE MECHANICAL, ELECTRICAL, PLUMBING, STRUCTURAL, AND FIRE PROTECTION SHEETS FOR ADDITIONAL DEMOLITION NOTES.

THE ARCHITECTS GROUP/INC
710 DOWNTOWNER BOULEVARD
MOBILE, ALABAMA 36609
251_343_1811 tagarchitects.net

STATE OF ALABAMA
ROBERT R. TAYLOR
NO. 2279
REGISTERED ARCHITECT
02-23-22

CITY OF MOBILE
MOBILE TECHNOLOGY CENTER (MIT)
ROOF REPLACEMENT &
EXTERIOR REPAIRS (BG-087-21)
651 CHURCH STREET Mobile, Alabama
City of Mobile Project

MOBILE ALABAMA

REVISIONS

NO.	DATE	REMARKS
	02-23-22	R.T.A.

KEY PLAN

SHEET TITLE
SYMBOLS, ABBREVIATIONS, GENERAL NOTES

JOB NO. 2124

DATE: FEBRUARY 23, 2022

SHEET
A001

WRITTEN SCALES AT DRAWING TITLE(S) ARE VALID ONLY FOR 24" x 36" SHEET SIZE.

LEGEND

P1 PHOTOGRAPH KEY, SEE A201

11 DEMOLITION KEY NOTE, SEE A101

X NEW WORK KEY NOTE, SEE A101

NOTES

1. PHOTOS ARE INCLUDED TO PROVIDE A GENERAL VISUAL SENSE OF THE EXISTING CONDITIONS OF EACH BUILDING & ARE SUPPLEMENTAL TO THE DRAWINGS. PHOTOS ARE NOT INTENDED TO INDICATE ALL EXISTING CONDITIONS OR LOCATIONS SUCH CONDITIONS EXIST.
2. FOR BUILDING A EXISTING CONDITIONS AND DEMOLITION REQUIREMENTS SEE DRAWINGS A103 - A303.



P1 **TYPICAL WINDOW LINTEL CRACK**



P4 **ENTRY PORCH ROOF & GABLE**



P2 **TYPICAL DOOR LINTEL WARE**



P3 **TYPICAL DOOR LINTEL**



P5 **CORNICE EIFS INSULATION DAMAGE**



P6 **TYPICAL TOP OF WINDOW LINTEL WARE**



P8 **ROOF TOP HVAC EQUIPMENT**



P7 **TYPICAL COLUMN DAMAGE**

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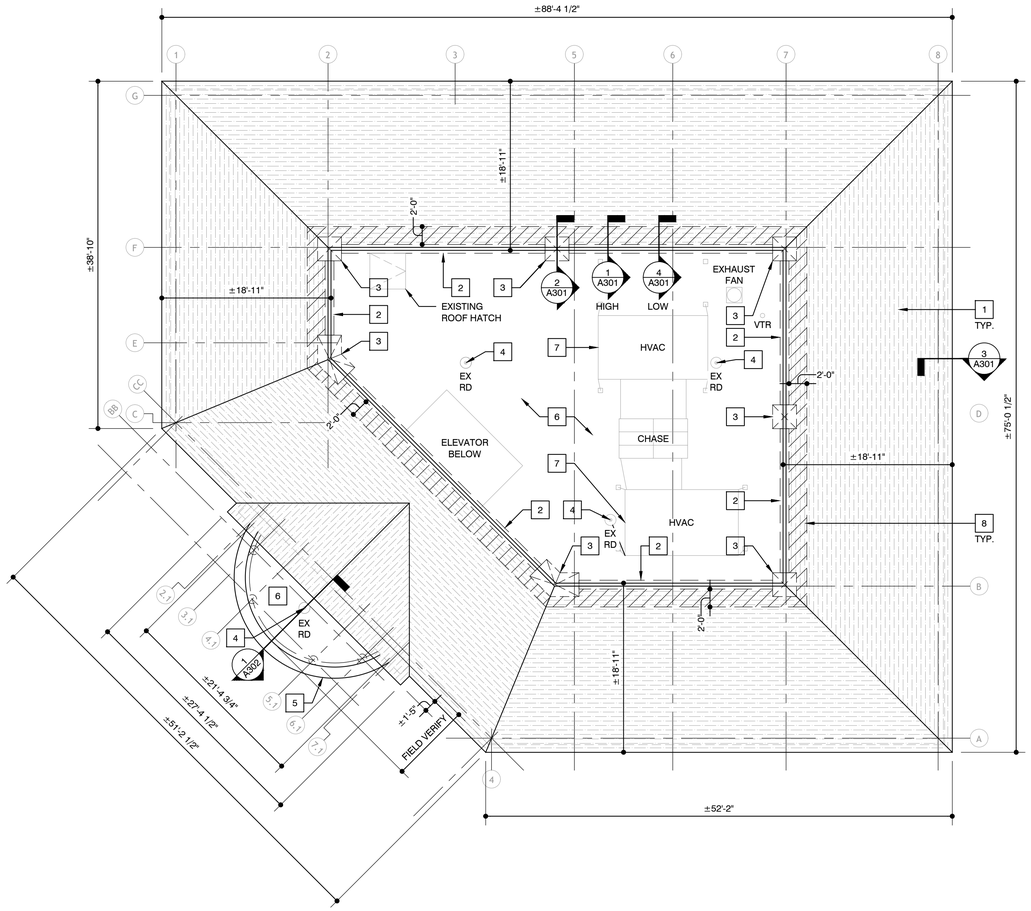
SHEET TITLE
PHOTO SHEET

JOB NO. 2124

DATE: FEBRUARY 23, 2022

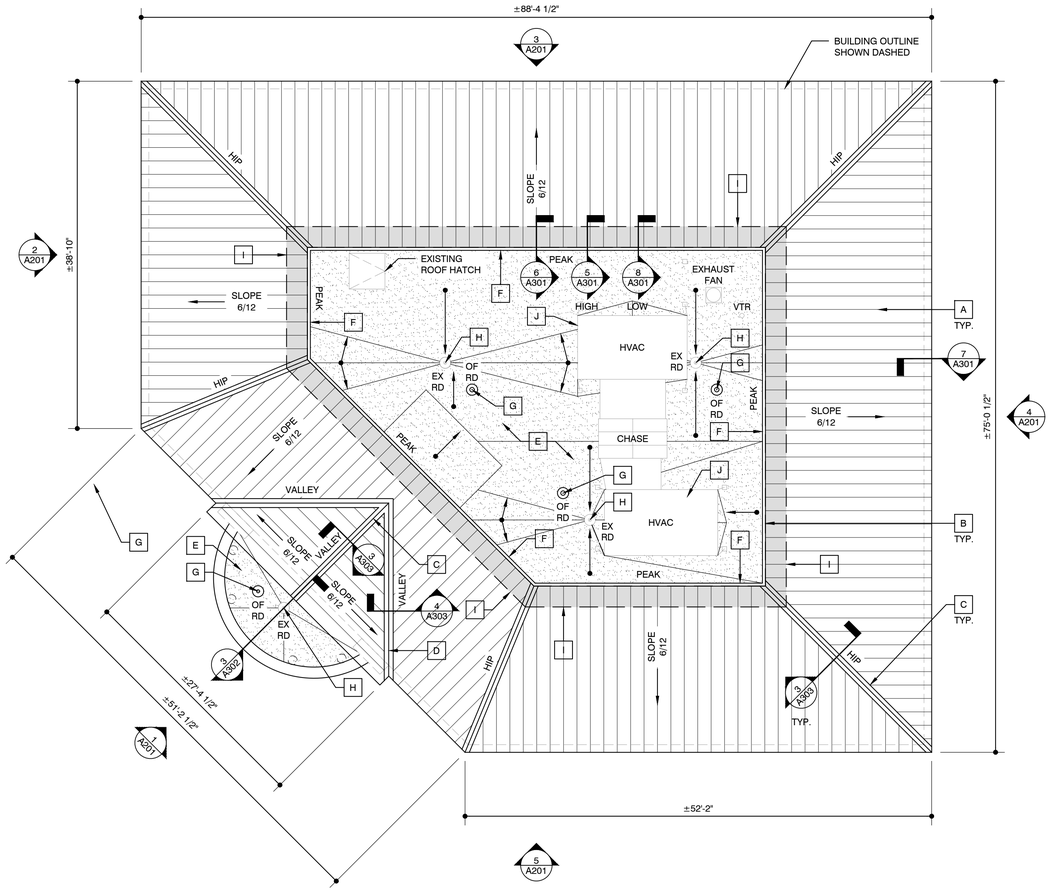
SHEET
A002

WRITTEN SCALES AT DRAWING TITLE(S) ARE VALID ONLY FOR 24" x 36" SHEET SIZE.



1 DEMOLITION ROOF PLAN

1/8"=1'-0"



2 NEW WORK ROOF PLAN

1/8"=1'-0"

DEMOLITION KEYNOTES

1. REMOVE EXISTING ASPHALT ROOF SHINGLES, UNDERLAYMENT, METAL DRIP FLASHING, REPAIR/REPLACE EXISTING ROOF SHEATHING AS NEEDED, SEE PROJECT MANUAL FOR UNIT PRICING.
2. REMOVE EXISTING WIDOW'S WALK BALUSTRADE & BALUSTERS, REF. 1/A301
3. REMOVE EXISTING PARAPET CAP ASSEMBLY, REF. 2/A301
4. EXISTING ROOF DRAIN. (EX. R.D.)
5. REMOVE EXISTING METAL COPING. PREPARE FOR INSTALLATION NEW METAL COPING.
6. REMOVE EXISTING MODIFIED BITUMEN MINERAL-SURFACED ROOFING SYSTEM, ASSOCIATED FLASHING & RIGID INSULATION TO EXISTING METAL ROOF DECK. PREPARE FOR INSTALLATION OF NEW ROOFING SYSTEM.
7. REMOVE EXISTING METAL HVAC MECHANICAL BASE SUPPORT CAP RETAIN FOR RE-INSTALLATION. PREPARE FOR INSTALLATION OF NEW ROOFING SYSTEM. PROVIDE TEMPORARY SUPPORT FOR HVAC EQUIPMENT AS NEEDED FOR ROOFING INSTALLATION.
8. REMOVE A PORTION OF THE EXISTING ROOF SHEATHING TO ALLOW FOR THE INSTALLATION OF NEW SHEATHING, REF. 1&2/A301.
9. REMOVE EXISTING EIFS COLUMN COATING DOWN TO THE FIBERGLASS GEL-COAT PER SPEC SECTION 09 24 00 - REPAIR & REFINISH OF EXTERIOR INSULATION & FINISH ASSEMBLIES. PREPARE FOR NEW COATING.
10. REMOVE TOP OF EIFS KEYSTONE, TYPICAL, REF. DETAIL 10/A303. PREPARE FOR NEW COATING.

GENERAL NOTES

1. FIELD VERIFY ALL EXISTING FIELD CONDITIONS AND DIMENSIONS.
2. VERIFY THAT ALL EXISTING PENETRATIONS ARE SECURELY ANCHORED TO DECK PRIOR TO INSTALLING NEW STANDING SEAM METAL ROOF.
3. TRIM TREES ADJACENT TO BUILDING AS REQUIRED TO COMPLETE ALL EXTERIOR DEMOLITION AND NEW WORK.

LEGEND

VTR	VENT THROUGH ROOF (EXISTING)
EX RD	EXISTING ROOF DRAIN
OF RD	OVERFLOW ROOF DRAIN
11	DEMOLITION KEY NOTE, SEE A101
X	NEW WORK KEY NOTE, SEE A101

NEW WORK KEYNOTES

- A. NEW PREFORMED STANDING SEAM METAL ROOFING OVER PEEL & STICK UNDERLAYMENT MEMBRANE ON EXISTING ROOF SHEATHING.
- B. NEW PEAK FLASHING, REF. 5&6/A301 & 1/A303.
- C. NEW RIDGE/HIP FLASHING, REF. 2/A303.
- D. NEW VALLEY FLASHING, REF. 3/A303.
- E. NEW THREE-PLY HEAT WELDED MODIFIED BITUMEN MINERAL-SURFACED ROOFING ON 5/8" SUBSTRATE BOARD ON MINIMUM 4" R-30 TAPERED RIGID INSULATION OVER EXISTING METAL DECK.
- F. MODIFIED BITUMEN MINERAL-SURFACE PARAPET MEMBRANE
- G. NEW OVERFLOW ROOF DRAIN, SEE A102 FOR PIPING PLANS & DETAILS. PROVIDE INSTALLATION SHOP DRAWINGS FOR APPROVAL.
- H. EXISTING ROOF DRAIN. (EX. R.D.)
- I. INSTALL NEW PLYWOOD ROOF SHEATHING TO MATCH EXISTING THICKNESS, REF. 5&6/A301 & 1/A303
- J. NEW MODIFIED BITUMEN ROOFING TO CONTINUE OVER TOP OF HVAC MECHANICAL BASE SUPPORT. REINSTALL METAL BASE SUPPORT CAP.
- K. REPAIR EXISTING EIFS FOAM UNDERLAYMENT. MATCH EXISTING PROFILES.
- L. REPAIR CRACK IN EXISTING EIFS, PREPARE TO RECOAT.
- M. RECOAT ALL EXISTING EIFS, PER SPEC SECTION 09 24 00 - REPAIR & REFINISH OF EXTERIOR INSULATION & FINISH ASSEMBLIES. PREPARE FOR NEW COATING.
- N. RECOAT ALL EXISTING COLUMNS, PER SPEC SECTION 09 24 00 - REPAIR & REFINISH OF EXTERIOR INSULATION & FINISH ASSEMBLIES. PREPARE FOR NEW COATING.

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KEY PLAN

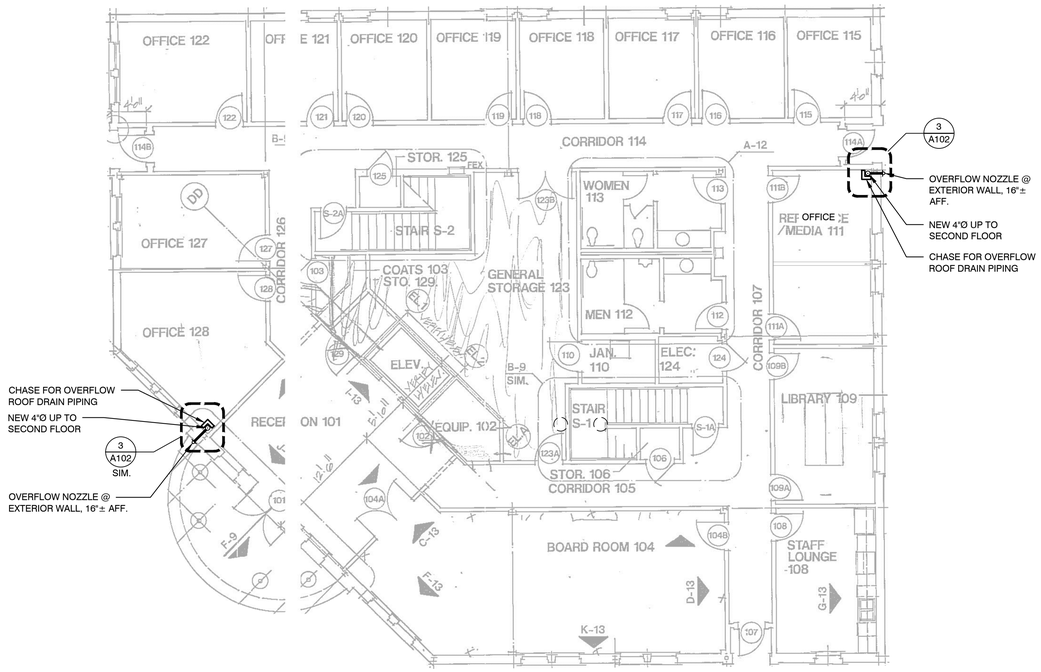
SHEET TITLE
ROOF PLANS & KEY NOTES

JOB NO. 2124

DATE: FEBRUARY 23, 2022

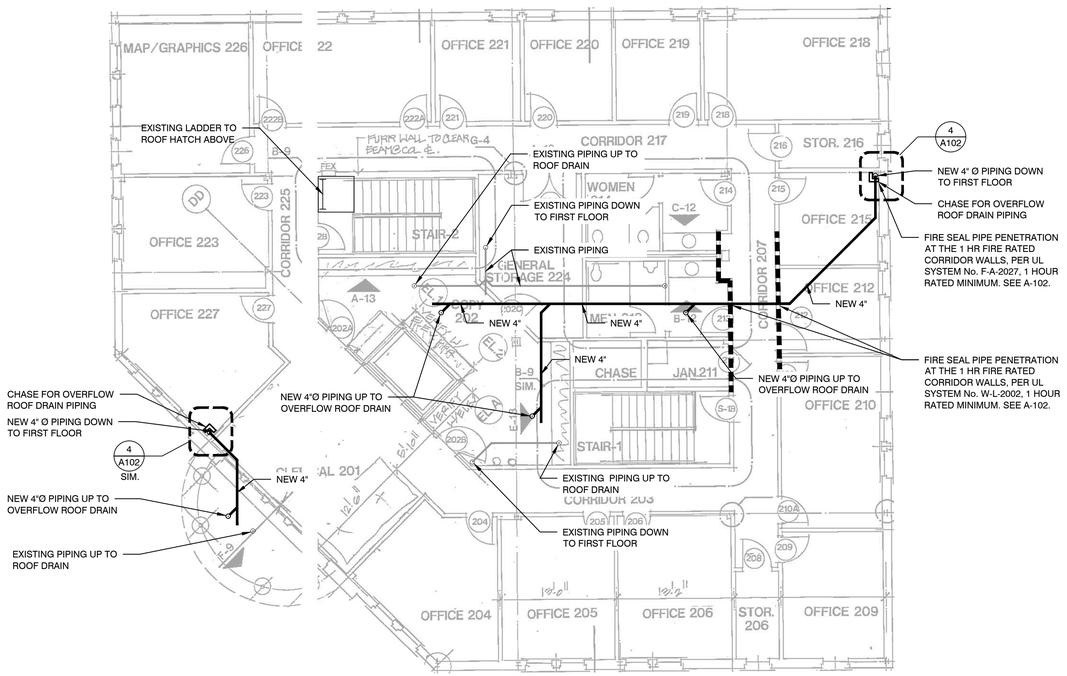
SHEET
A101

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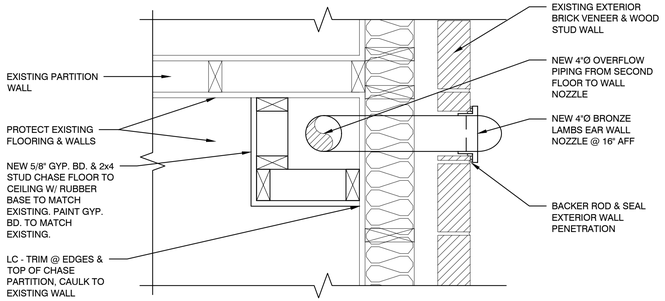
1 FIRST FLOOR PLAN

1/16"=1'-0" 0 4' 8' 16' 32' N



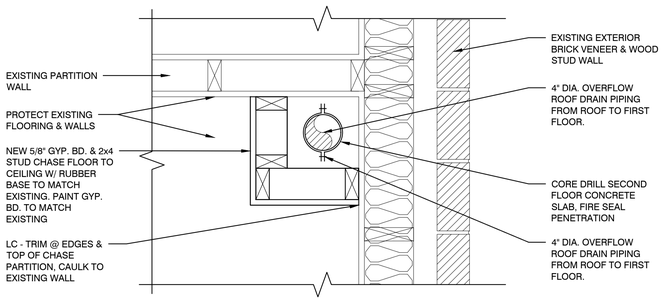
2 SECOND FLOOR PLAN

1/16"=1'-0" 0 4' 8' 16' 32' N



3 PLAN DETAIL

1 1/2"=1'-0" 0 1/2' 1' 1 1/2'

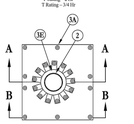


4 PLAN DETAIL

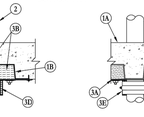
1 1/2"=1'-0" 0 1/2' 1' 1 1/2'

Through Penetrations | Non-Metallic Pipes | 2000 Series | Concrete | FA

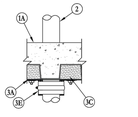
System No. F-A-2027
May 18, 2005
F Rating – 2 Hr
T Rating – 3/4 Hr



BOTTOM VIEW



SECTION A-A



SECTION B-B

1. **Floor Assembly** – The fire-rated unprotected concrete and steel floor assembly shall be constructed of the materials and in the manner specified in the individual D900 Series designs in the UL Fire Resistance Directory and as summarized below:
   A. **Concrete** – Min 3 in. (76 mm) thick reinforced lightweight or normal weight (100-150 pcf or 1600-2400 kg/m³) concrete.
   B. **Welded Wire Fabric** – 6x6-W1.4xW1.4.
   C. **Steel Floor and Form Units*** – Composite or noncomposite 1-1/2 in. (38 mm) deep fluted galv units as specified in the individual Floor-Ceiling design. Diam of opening through floor to be 1/2 in. to 5/8 in. (13 mm to 16 mm) larger than the outside diam of through-penetrant. See Item 2 for annular space limits.
2. **Through Penetrants** – One nonmetallic pipe or conduit to be centered within the opening. Pipe to be rigidly supported on both sides of floor assembly. The following types and sizes of nonmetallic pipes may be used:
   A. **Polyvinyl Chloride (PVC) Pipe** – Nom 4 in. (102 mm) diam (or smaller) Schedule 40 solid core PVC pipe for use in closed (process or supply) or vented (drain, waste or vent) piping system.
   B. **Rigid Nonmetallic Conduit** – Nom 4 in. (102 mm) diam (or smaller) Schedule 40 PVC conduit installed in accordance with Article 347 of the National Electrical Code (NFPA No. 70).
   C. **Chlorinated Polyvinyl Chloride (CPVC) Pipe** – Nom 4 in. (102 mm) diam (or smaller) SDR13.5 CPVC pipe for use in closed (process or supply) piping systems.
3. **Firestop System** – The details of the firestop system shall be as follows:
   A. **Metal Plate Enclosure** – Min 16 galv steel. Width of plate to extend a min of 3 in. (76 mm) beyond both sides of opening. Length of plate (transverse to steel floor unit direction) to extend to steel floor unit valley beyond each side of core-drilled hole with a min lap

Through Penetrations | Non-Metallic Pipes | 2000 Series | Concrete | FA

System No. F-A-2027 *continued*

of 1-1/2 in. (38 mm) on the floor unit valley at each end. Circular cutout in plate to be 1/2 in. (13 mm) larger than the outside diam of through-penetrant. Max diam of opening is 5 in. (127 mm). Plate to be cut in half along the length of plate to permit installation around the nonmetallic pipe. Plate secured to valleys of floor unit using min 1/4 in. (6 mm) diam by 1-3/4 in. (44 mm) long steel expansion bolts or equivalent. Fasteners to be located approx 1 in. (25 mm) from edges of plate at each corner, at each plate/valley intersection and at both sides of cut made to permit installation around nonmetallic pipe.

B. **Packing Material** – Mineral wool batt insulation having min density of 4 pcf (64 kg/m³), firmly packed into flutes of steel floor units above metal plate enclosure to completely fill cavities. Packing material to be recessed within flutes from both edges of metal plate enclosure to accommodate fill, void or cavity material.

C. **Fill, Void or Cavity Materials*** – **Caulk or Sealant** – Min 1/2 in. (13 mm) thickness of fill material applied into flutes of steel floor units above metal plate enclosure to completely fill cavities. Caulk may also be used as an option within the annular space on the top side of the floor.

3M COMPANY – CP 25WB+, IC 15WB+ caulk or FB-3000 WT sealant.
(Note: CP 25WB+ not suitable for use with CPVC pipes.)

D. **Fill, Void or Cavity Materials*** – **Wrap Strip** – Nom 1/4 in. (6 mm) thick intumescent elastomeric material faced on one side with aluminum foil, supplied in 2 in. (51 mm) wide strips. Note: 2 in. (51 mm) wide strips tightly wrapped around nonmetallic pipe or conduit and exposed with the top edges butted against metal plate enclosure. For nom 1/2 in. (13 mm) to nom 2 in. (51 mm) diam pipes or conduits, a min of one layer of wrap strip is required. For nom 2-1/2 in. and 3 in. (64 mm and 76 mm) diam pipes or conduits, a min of two layers of wrap strip is required. For nom 3-1/2 in. and 4 in. (89 mm and 102 mm) diam pipes or conduits, a min of three layers of wrap strip is required. Each layer of wrap strip to be installed with butted seam, with butted seams in successive layers staggered. Wrap strip layers temporarily held in position using aluminum foil tape, steel wire tie or equivalent.

3M COMPANY – FS-195+

E. **Steel Collar** – Nom 2 or 4 in. (51 or 102 mm) deep collar with 1-1/4 in. (32 mm) wide by 2 in. (51 mm) long anchor tabs and min 1/2 in. (13 mm) wide by 0.020 in. (0.5 mm) thick stainless steel band clamp with worm drive tightening mechanism at the collar midlength. Collar to be supplied with the wrap strip manufacturer. As an alternate, collar may be fabricated from min 0.016 in. (0.41 mm) thick (28 gauge) galv sheet steel in accordance with instruction sheet supplied by wrap strip manufacturer. Collar, with anchor tabs bent outward 90 degrees, wrapped tightly around wrap strip with min 1 in. (25 mm) overlap at seam and compressed around wrap strip(s) using a min 7.2 in. (183 mm) long by 1/2 in. (13 mm) wide stainless steel worm drive clamp. Collar to be secured by a screw through both thicknesses of collar and wrap strip enclosure. Where the anchor tabs are beneath the valley of the steel floor unit, the anchor tabs are to be secured with 1/4 in. (6 mm) diam by min 1-1/2 in. (38 mm) long steel expansion bolts or equivalent, in conjunction with min 1-1/4 in. (32 mm) diam steel finder washers with one anchor bolt in each anchor tab. Where the anchor tabs are beneath the crest of the steel deck, the anchor tabs are to be secured to the metal enclosure with No. 10 by min 1/2 in. (13 mm) long self-drilling, self-tapping steel screws and min 1-1/4 in. (32 mm) diam steel finder washers. Retainer tabs bent 90 degrees toward pipe to lock wrap strip(s) in position.

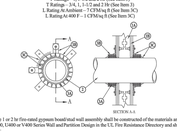
*Bearing the UL Classification Marking

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Note: Systems with Nonmetallic Through Penetrant(s) have not been evaluated with a pressure differential of 50 Pa between the exposed and unexposed surfaces as required by the National Building Code of Canada.

Through Penetrations | Non-Metallic Pipes | 2000 Series | Gypsum | WL

System No. W-L-2002
November 20, 2000
F Ratings – 1, 1-1/2 and 2 Hr (See Item 3)
T Ratings – 3/4, 1, 1-1/2 and 2 Hr (See Item 3)
L Rating As Tested – 5 CFM/sq ft (See Item 3C)
L Rating At 400 F – 15 CFM/sq ft (See Item 3C)



SECTION A-A

1. **Wall Assembly** – The 1 or 2 hr fire-rated gypsum board stud wall assembly shall be constructed of the materials and in the manner described in the individual U300, U400 or V400 Series Wall and Partition Designs in the UL Fire Resistance Directory and shall include the following construction features:
   A. **Studs** – Wall framing may consist of either wood studs or steel channel studs. Wood studs to consist of nom 2 by 4 in. (51 by 102 mm) lumber spaced 16 in. (406 mm) OC. Steel studs to be min 3-5/8 in. (92 mm) wide by 1-3/8 in. (35 mm) deep channels spaced max 24 in. (610 mm) OC.
   B. **Gypsum Board*** – 5/8 in. (16 mm) thick, 4 ft (122 cm) wide with square or tapered edges. The gypsum board type, thickness, number of layers, fastener type and sheet orientation shall be as specified in the individual U300, U400 or V400 Series Design in the UL Fire Resistance Directory. Max diam of opening is 7 in. (178 mm).
2. **Nonmetallic Pipe or Conduit** – One nonmetallic pipe or conduit is centered within the firestop system. Pipe or conduit to be installed near vertical center of opening. Pipe or conduit to be rigidly supported on both sides of wall. The following types and sizes of nonmetallic pipes or conduit may be used:
   A. Nom 6 in. (152 mm) diam (or smaller) Schedule 40 solid-core polyvinyl chloride (PVC) pipe for use in closed (process or supply) or vented (drain, waste or vent) piping systems.
   B. Nom 4 in. (102 mm) diam (or smaller) Schedule 40 cellular core polyvinyl chloride (PVC) pipe for use in closed (process or supply) or vented (drain, waste or vent) piping systems.
   C. Nom 4 in. (102 mm) diam (or smaller) Schedule 40 solid-core acrylonitrile-butadiene-styrene (ABS) pipe for use in closed (process or supply) or vented (drain, waste or vent) piping systems.
   D. Nom 4 in. (102 mm) diam (or smaller) Schedule 40 fire retardant polypropylene (FRPP) pipe for use in closed (process or supply) or vented (drain, waste or vent) piping systems.
   E. Nom 4 in. (102 mm) diam (or smaller) **Rigid Nonmetallic Conduit** formed of PVC.
   F. Nom 3 in. (25 mm) diam (smaller) **Electrical Nonmetallic Tubing** formed of PVC.
   G. Nom 4 in. (102 mm) diam (or smaller) SDR13.5 chlorinated poly-vinyl chloride (CPVC) pipe for use in closed (process or supply) piping systems.

   See **Rigid Nonmetallic Conduit** (DZDC) and **Electrical Nonmetallic Tubing** (DXJG) categories in UL Electrical Construction Materials Directory for names of manufacturers.
3. **Firestop System** – Installed symmetrically on both sides of wall assembly. The beady F and T Ratings for the firestop system are dependent upon the type and size of nonmetallic pipe or conduit, the piping system type (closed systems such as process or supply piping or vented systems such as drain, waste or vent piping) and the beady fire rating of the wall assembly in which it is installed, as shown in the following table.

Pipe or Conduit Material Type	Nom Pipe Diam, In. (mm)	Annular Space, In. (mm)	Piping System Type	Wall Fire Rating, Hr	F Rating Hr	T Rating Hr
FRPP	1/2 to 2 (13 to 51)	0-3/16 (0-5)	V	2	1-1/2	1-1/2
FRPP, PP	1/2 to 2 (13 to 51)	0-3/16 (0-5)	C,V	2	2	2
ABS	1/2 to 4 (13 to 102)	0-3/16 (0-5)	C,V	1	1	3/4
ABS	1/2 to 4 (13 to 102)	0-3/16 (0-5)	C,V	2	1-1/2	1-1/2
PVC	1/2 to 4 (13 to 102)	0-3/16 (0-5)	C,V	1	1	1
PVC	1/2 to 4 (13 to 102)	0-3/16 (0-5)	C,V	2	2	2
FRPP*	2-1/2 to 4 (64 to 102)	0-3/16 (0-5)	C,V	2	1-1/2	1-1/2
PVC+	5, 6 (127 to 152)	0-3/16 (0-5)	C,V	2	1-1/2	1-1/2

*Pipe covering material wrap required on pipe on both sides of wall.
(c) C = closed systems, V = vented systems.
The details of the firestop system shall be as follows:

Through Penetrations | Non-Metallic Pipes | 2000 Series | Gypsum | WL

System No. W-L-2002 *continued*

A. **Fill, Void or Cavity Materials*** – **Wrap Strip** – Nom 1/4 in. (6 mm) thick intumescent elastomeric material faced on one side with aluminum foil, supplied in 2 in. (51 mm) wide strips. Note: 2 in. (51 mm) wide strips tightly wrapped around nonmetallic pipe or conduit (foil side exposed) with the edges butted against the surface of the wall. Sufficient layers of wrap strip shall be installed to lap a min of 3/16 in. (5 mm) on the wall surface around the entire perimeter of the circular through-opening. For nom 1/2 in. (13 mm) to nom 2 in. (51 mm) diam pipes or conduits, a min of one layer of wrap strip is required. For nom 2-1/2 in. (64 mm) and nom 3 in. (76 mm) diam pipes, a min of two layers of wrap strip is required. For nom 4 in. (102 mm) diam pipes or conduits, a min of three layers of wrap strip is required. For nom 5 and 6 in. (127 and 152 mm) diam, two tiers of 4 in. (102 mm)-wood- height) of these layers of wrap strip is required, with adjoining wrap strip layer edges between tiers tightly butted. Each layer of wrap strip to be installed with butted seam, with butted seams in successive layers staggered. Wrap strip layers temporarily held in position using aluminum foil tape, steel wire tie or equivalent.

3M COMPANY – Type FS-195+

B. **Steel Collar** – Nom 2 or 4 in. (51 or 102 mm) deep collar with 1-1/4 in. (32 mm) wide by 2 in. (51 mm) long anchor tabs and min 3/4 in. (19 mm) wide by 0.020 in. (0.5 mm) thick stainless steel band clamp with worm drive tightening mechanism at the collar midlength. As an alternate to the stainless steel band clamp, the steel collar may be compressed around nom 4 in. diam (or smaller nonmetallic pipe using a min 7.2 in. (183 mm) long by 1/2 in. (13 mm) wide stainless steel worm drive clamp. Collar to be secured by a screw through both thicknesses of collar, collar may be secured by a recess No. 10 by 1/2 in. (13 mm) long sheet metal screws installed in the vertical axis at the center of the 1 in. (25 mm) overlap along the perimeter joint of the collar. A min of three screws is required. Secure collar to wall surface with 3/16 in. (5 mm) diam steel toggle bolts in conjunction with min 1-1/2 in. (38 mm) diam steel washers.

   Three bolts, symmetrically located, required for 2 in. (51 mm) deep steel collar for nom 1/2 in. (13 mm) to nom 3 in. (76 mm) diam pipes. Four bolts, symmetrically located, required for 2 in. (51 mm) deep steel collar for nom 3-1/2 and 4 in. (89 and 102 mm) diam pipes. Five to seven bolts (every other anchor tab required for 4 in. (102 mm) deep steel collar for nom 5 and 6 in. (127 and 152 mm) diam pipes. As a final step, bond retainer tabs 90 deg toward pipe to lock wrap strip layers in position.

C. **Fill, Void or Cavity Materials*** – **Caulk, Sealant or Putty** – Generous bead of caulk applied to outer perimeter of wrap strip at interface with wall surface and to perimeter of pipe or conduit at the egress from the wrap strip layers.

3M COMPANY – CP 25WB+ caulk and MP+ Stix putty, IC 15WB+ caulk, FireDam 150+ caulk, or FB-3000 WT sealant
(Note: L Ratings apply only when CP 25WB+ caulk or FB-3000 WT sealant is used. CP 25WB+ and FireDam 150+ not suitable for use with CPVC pipes.)

D. **Pipe Covering*** – (Not Shown) – Nom 1 in. (25 mm) thick hollow cylindrical heavy density (min 3.5 pcf or 56 kg/m3) glass fiber units jacketed on the outside with an all service jacket. When required (see table), min 6 in. (152 mm) length of pipe covering installed around pipe in both directions from penetration. Secure pipe covering with wire or tape at 1 in. (25 mm) from ends and at 4 in. (102 mm) OC. Edge of pipe covering abutting steel collar to be sealed with a min 1/4 in (6 mm), diam bead of caulk (Item C).

   See **Pipe and Equipment Covering – Materials** (HHXG) category in Building Materials Directory for names of manufacturers. Any pipe covering material meeting the above specifications and bearing the UL Classification Marking with a Flame Spread Index of 25 or less and a Smoke Developed Index of 50 or less may be used.

E. **Firestop Device*** – (Not shown) – As an alternate to Items A, B and C for nom 1-1/2, 2, 3 or 4 in. (38, 51, 76 or 102 mm) diam nonmetallic pipes, a firestop device consisting of a sheet-steel split collar lined with intumescent material and provided with steel clips for mounting to wall may be used. Firestop device to be installed on both sides of wall in accordance with the accompanying installation instructions.

3M COMPANY – Types FPD 150, FPD 200, FPD 300, FPD 400

*Bearing the UL Classification Mark

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THE ARCHITECTS GROUP/INC
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MOBILE, ALABAMA 36609
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STATE OF ALABAMA
ROBERT R. TAYLOR
NO. 2279
REGISTERED ARCHITECT
02-23-22

CITY OF MOBILE
MOBILE TECHNOLOGY CENTER (MIT)
ROOF REPLACEMENT &
EXTERIOR REPAIRS (BG-087-21)
651 CHURCH STREET Mobile, Alabama
City of Mobile Project

REVISIONS

NO.	DATE	REMARKS
	02-23-22	R.T.A.

KEY PLAN

SHEET TITLE

FLOOR PLANS & PLAN DETAILS

JOB NO. 2124

DATE: FEBRUARY 23, 2022

SHEET

A102

WRITTEN SCALES AT DRAWING TITLE(S) ARE VALID ONLY FOR 24" x 36" SHEET SIZE.



1 NORTHWEST ELEVATION

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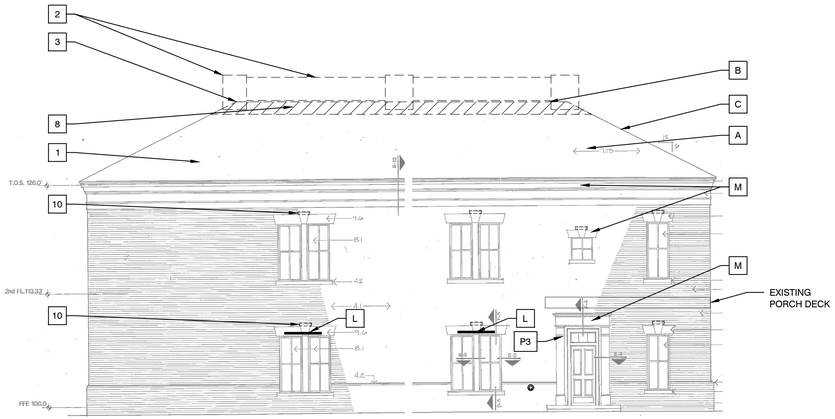
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1/8"=1'-0"



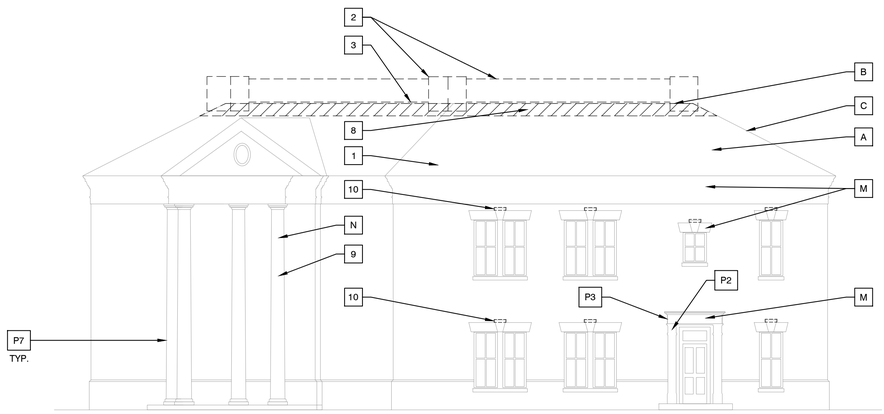
3 EAST ELEVATION

1/8"=1'-0"



4 SOUTH ELEVATION

1/8"=1'-0"



5 WEST ELEVATION

1/8"=1'-0"

DEMOLITION KEYNOTES

1. REMOVE EXISTING ASPHALT ROOF SHINGLES, UNDERLAYMENT, METAL DRIP FLASHING, REPAIR/REPLACE EXISTING ROOF SHEATHING AS NEEDED, SEE PROJECT MANUAL FOR UNIT PRICING.
2. REMOVE EXISTING WIDOW'S WALK BALUSTRADE & BALUSTERS, REF. 1/A301
3. REMOVE EXISTING PARAPET CAP ASSEMBLY, REF. 2/A301
4. EXISTING ROOF DRAIN. (EX. R.D.)
5. REMOVE EXISTING METAL COPING. PREPARE FOR INSTALLATION NEW METAL COPING.
6. REMOVE EXISTING MODIFIED BITUMEN MINERAL-SURFACED ROOFING SYSTEM, ASSOCIATED FLASHING & RIGID INSULATION TO EXISTING METAL ROOF DECK. PREPARE FOR INSTALLATION OF NEW ROOFING SYSTEM.
7. REMOVE EXISTING METAL HVAC MECHANICAL BASE SUPPORT CAP RETAIN FOR RE-INSTALLATION. PREPARE FOR INSTALLATION OF NEW ROOFING SYSTEM. PROVIDE TEMPORARY SUPPORT FOR HVAC EQUIPMENT AS NEEDED FOR ROOFING INSTALLATION.
8. REMOVE A PORTION OF THE EXISTING ROOF SHEATHING TO ALLOW FOR THE INSTALLATION OF NEW SHEATHING, REF. 1&2/A301.
9. REMOVE EXISTING EIFS COLUMN COATING DOWN TO THE FIBERGLASS GEL-COAT PER SPEC SECTION 09 24 00 - REPAIR & REFINISH OF EXTERIOR INSULATION & FINISH ASSEMBLIES. PREPARE FOR NEW COATING.
10. REMOVE TOP OF EIFS KEYSTONE, TYPICAL, REF. DETAIL 10/A303. PREPARE FOR NEW COATING.

NEW WORK KEYNOTES

- A. NEW PREFORMED STANDING SEAM METAL ROOFING OVER PEEL & STICK UNDERLAYMENT MEMBRANE ON EXISTING ROOF SHEATHING.
- B. NEW PEAK FLASHING, REF. 5&6/A301 & 1/A303.
- C. NEW RIDGE/HIP FLASHING, REF. 2/A303.
- D. NEW VALLEY FLASHING, REF. 3/A303.
- E. NEW THREE-PLY HEAT WELDED MODIFIED BITUMEN MINERAL-SURFACED ROOFING ON 5/8" SUBSTRATE BOARD ON MINIMUM 4" R-30 TAPERED RIGID INSULATION OVER EXISTING METAL DECK.
- F. MODIFIED BITUMEN MINERAL-SURFACE PARAPET MEMBRANE
- G. NEW OVERFLOW ROOF DRAIN, SEE A102 FOR PIPING PLANS & DETAILS. PROVIDE INSTALLATION SHOP DRAWINGS FOR APPROVAL.
- H. EXISTING ROOF DRAIN. (EX. R.D.)
- I. INSTALL NEW PLYWOOD ROOF SHEATHING TO MATCH EXISTING THICKNESS, REF. 5&6/A301 & 1/A303
- J. NEW MODIFIED BITUMEN ROOFING TO CONTINUE OVER TOP OF HVAC MECHANICAL BASE SUPPORT. REINSTALL METAL BASE SUPPORT CAP.
- K. REPAIR EXISTING EIFS FOAM UNDERLAYMENT. MATCH EXISTING PROFILES.
- L. REPAIR CRACK IN EXISTING EIFS, PREPARE TO RECOAT.
- M. RECOAT ALL EXISTING EIFS, PER SPEC SECTION 09 24 00 - REPAIR & REFINISH OF EXTERIOR INSULATION & FINISH ASSEMBLIES. PREPARE FOR NEW COATING.
- N. RECOAT ALL EXISTING COLUMNS, PER SPEC SECTION 09 24 00 - REPAIR & REFINISH OF EXTERIOR INSULATION & FINISH ASSEMBLIES. PREPARE FOR NEW COATING.

LEGEND

- P1 PHOTOGRAPH KEY, SEE A002
- 11 DEMOLITION KEY NOTE, SEE A101
- X NEW WORK KEY NOTE, SEE A101

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710 DOWNTOWNER BOULEVARD
MOBILE, ALABAMA 36609
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STATE OF ALABAMA
ROBERT R TAYLOR
NO. 2279
REGISTERED ARCHITECT

02-23-22

CITY OF MOBILE
MOBILE TECHNOLOGY CENTER (MIT)
ROOF REPLACEMENT & EXTERIOR REPAIRS (BG-087-21)

651 CHURCH STREET Mobile, Alabama

City of Mobile Project

MOBILE ALABAMA

REVISIONS

NO.	DATE	REMARKS
	02-23-22	R.T.A.

KEY PLAN

SHEET TITLE

BUILDING ELEVATIONS

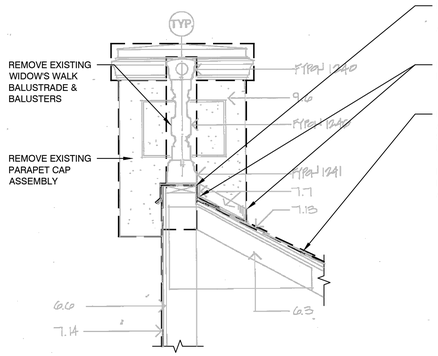
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DATE: FEBRUARY 23, 2022

SHEET

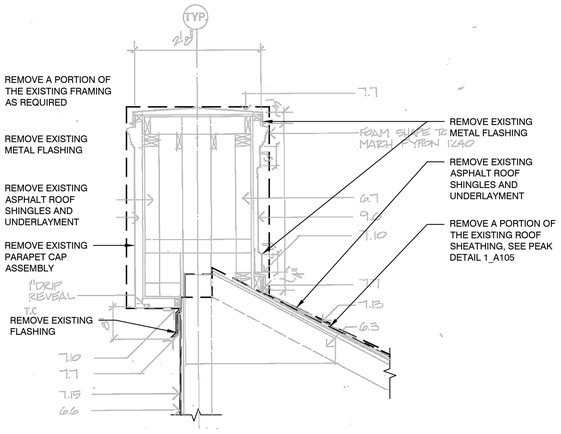
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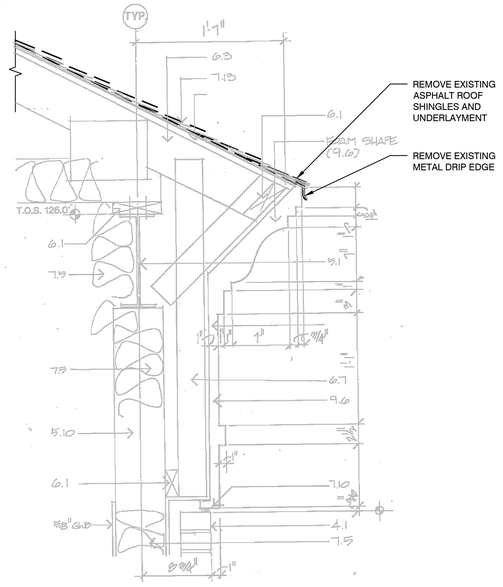
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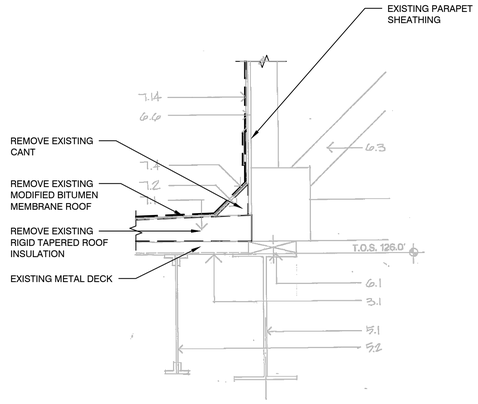
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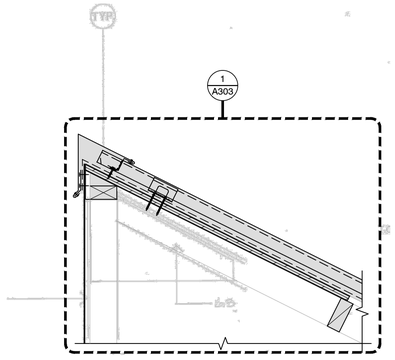
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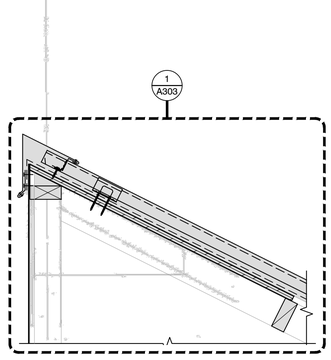
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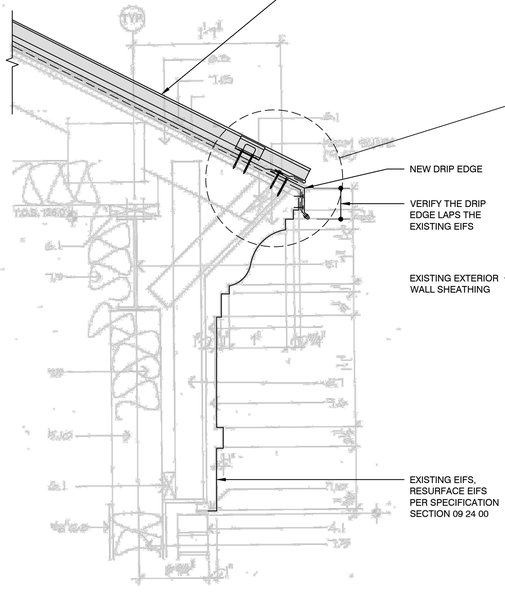
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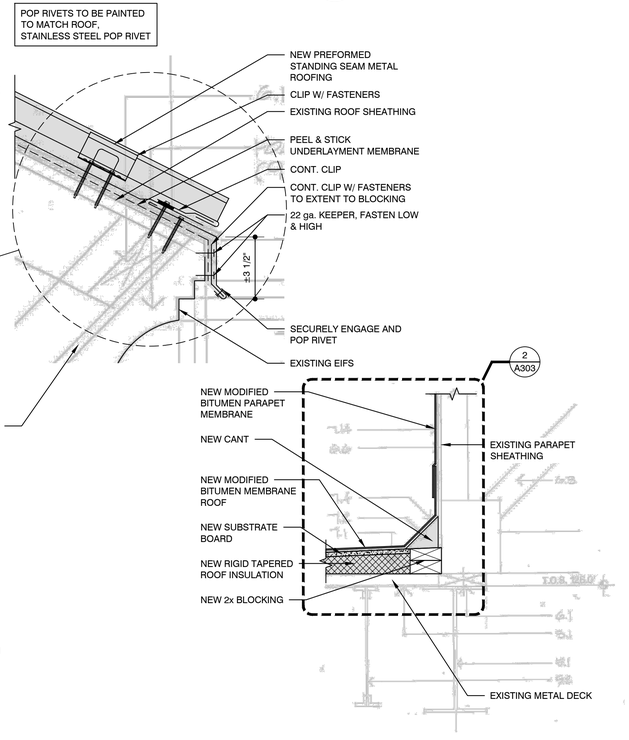
6 SECTION

1 1/2"=1'-0"



7 SECTION

1 1/2"=1'-0"



8 SECTION

1 1/2"=1'-0"

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MOBILE, ALABAMA 36609
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STATE OF ALABAMA
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NO. 2279
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MOBILE TECHNOLOGY CENTER (MIT)
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EXTERIOR REPAIRS (BG-087-21)
651 CHURCH STREET Mobile, Alabama
City of Mobile Project

MOBILE ALABAMA

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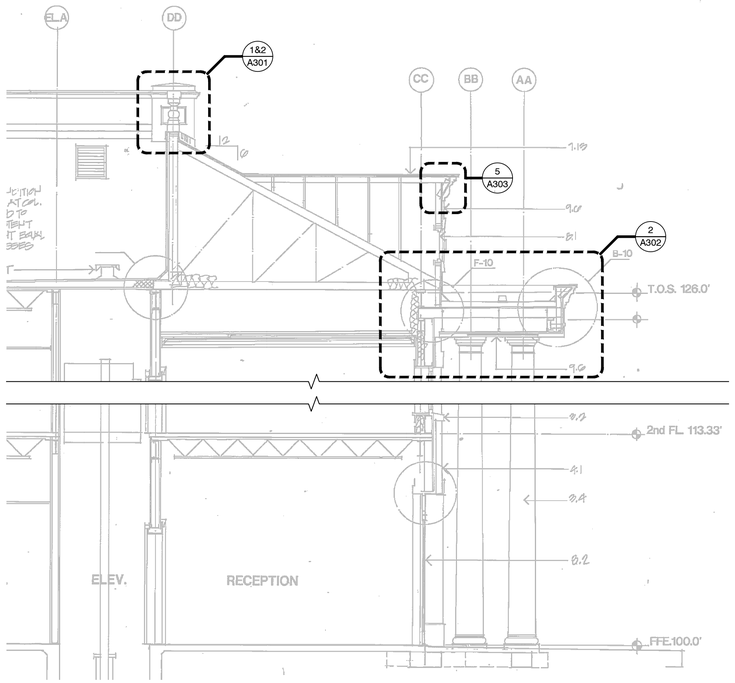
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JOB NO. 2124

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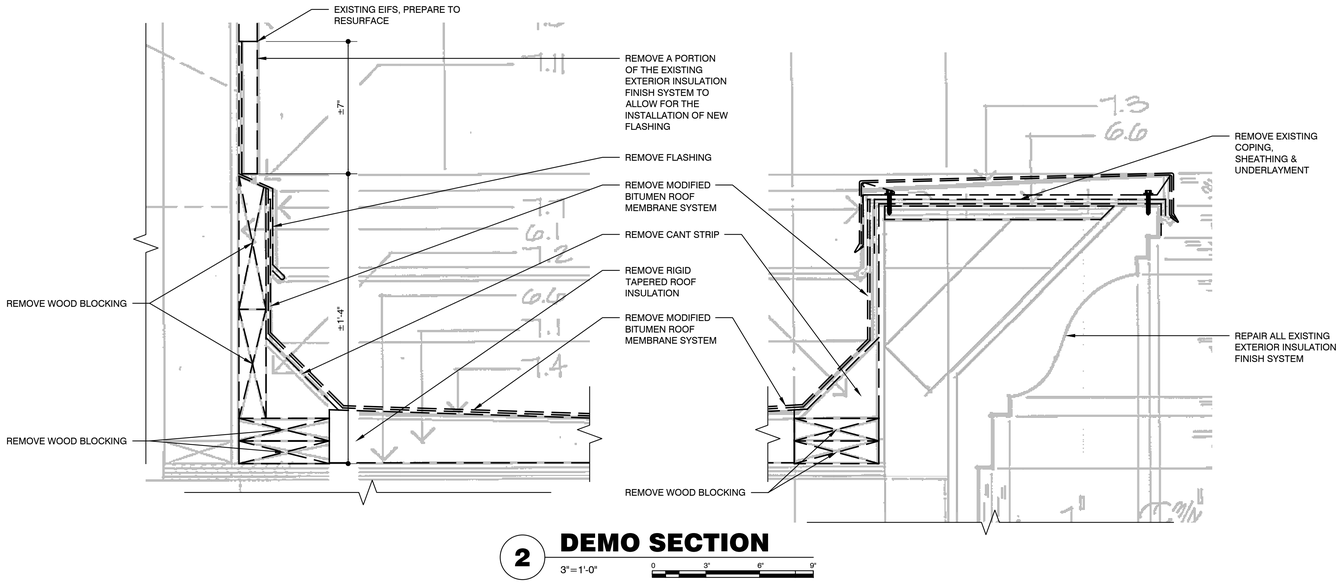
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A301

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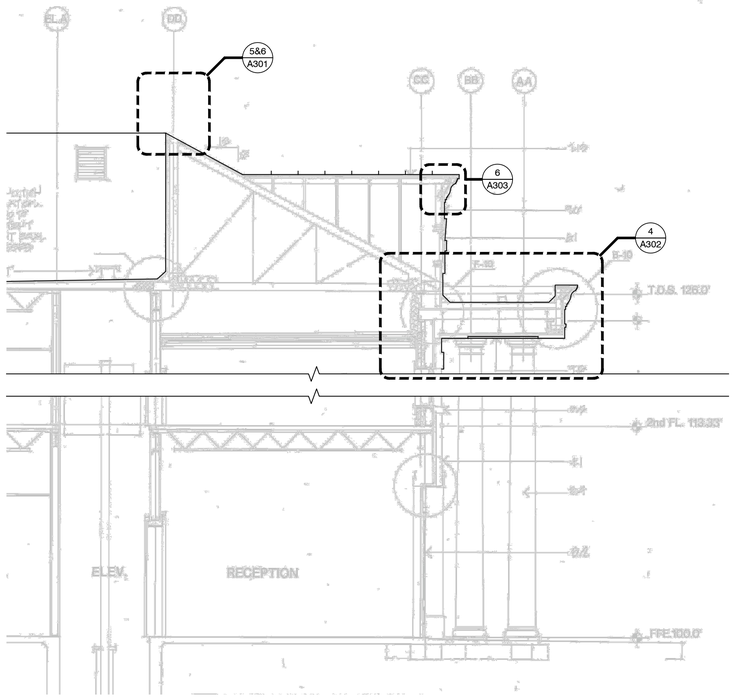
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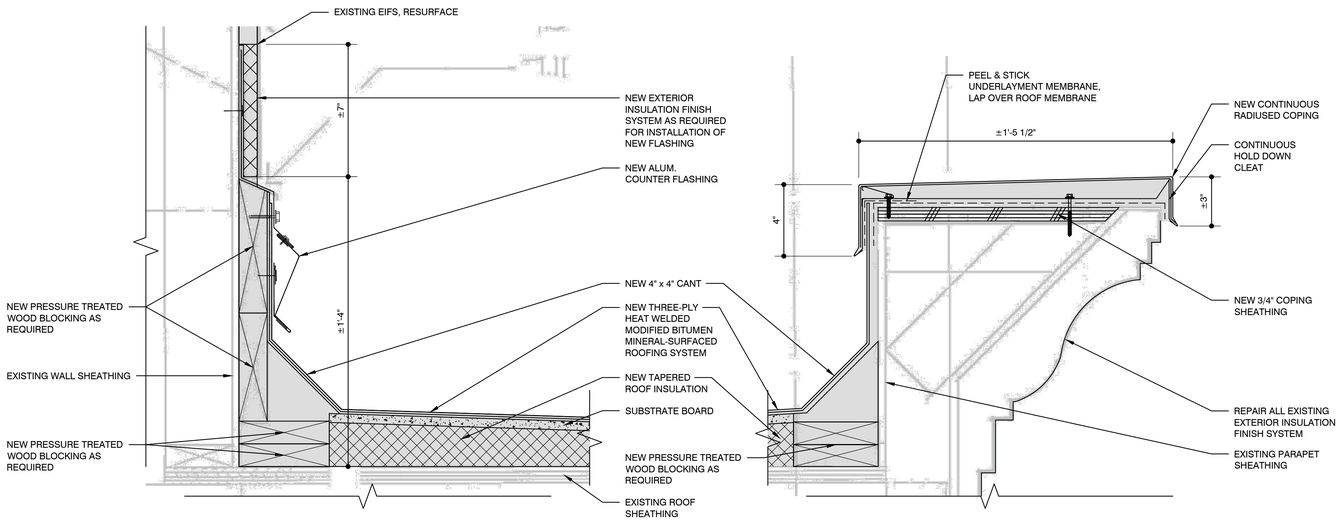
2 DEMO SECTION

3"=1'-0"



3 SECTION

1/4"=1'-0"



4 SECTION

3"=1'-0"

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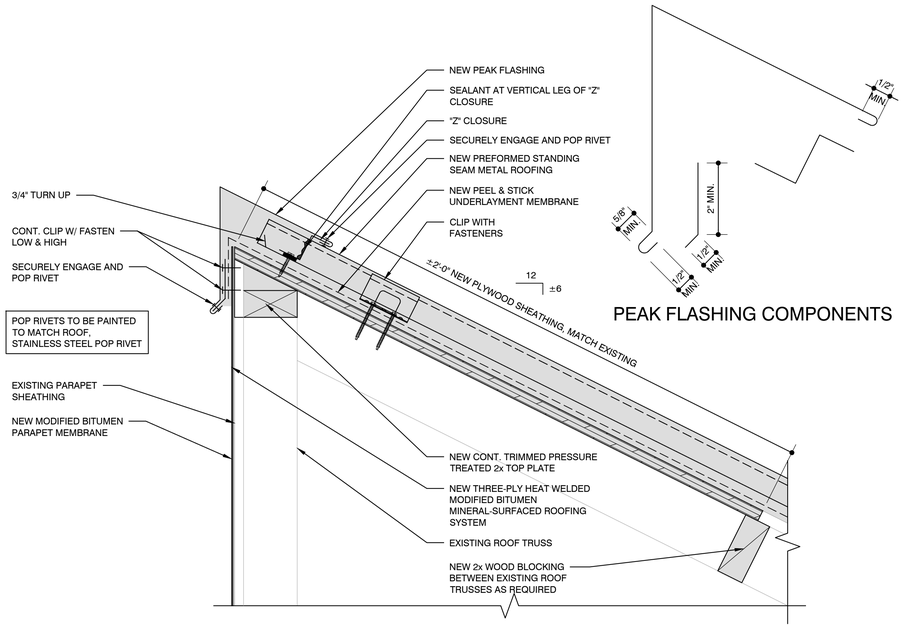
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JOB NO. 2124

DATE: FEBRUARY 23, 2022

SHEET
A302

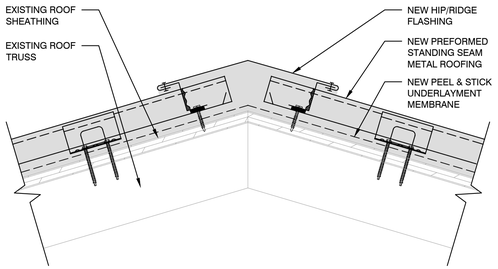
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PEAK FLASHING COMPONENTS

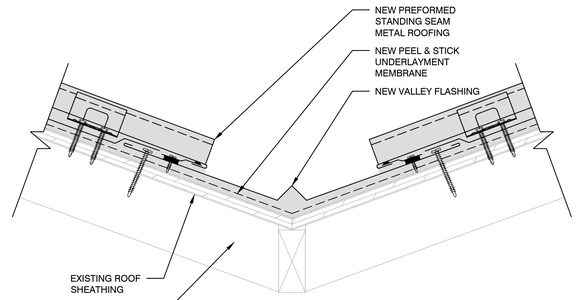
1 PEAK DETAIL

3"=1'-0"



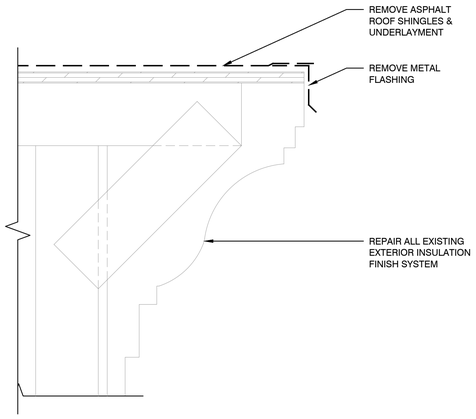
3 RIDGE / HIP DETAIL

3"=1'-0"



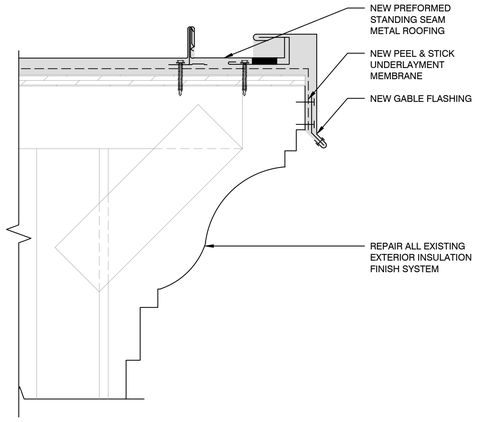
4 VALLEY DETAIL

3"=1'-0"



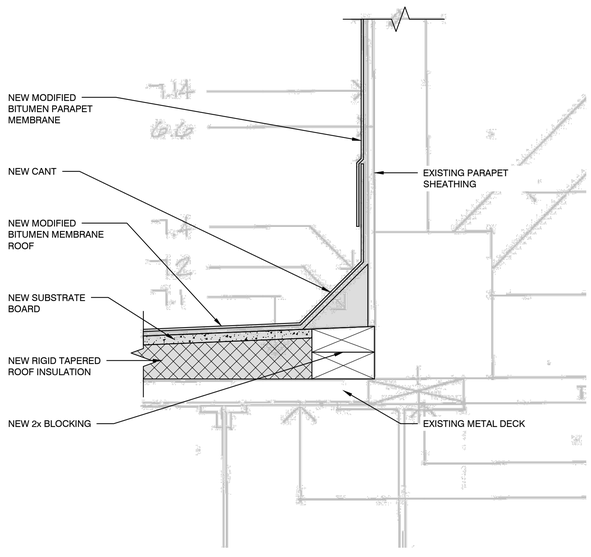
5 DEMO SECTION

3"=1'-0"



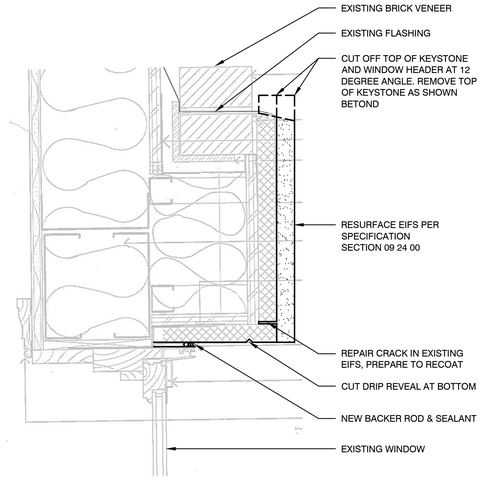
6 SECTION

3"=1'-0"



2 SECTION

3"=1'-0"



7 DETAIL

3"=1'-0"

THE ARCHITECTS GROUP/INC
710 DOWNTOWNER BOULEVARD
MOBILE, ALABAMA 36609
251_343_1811 tagarchitects.net

STATE OF ALABAMA
ROBERT R. TAYLOR
NO. 2279
REGISTERED ARCHITECT

02-23-22

CITY OF MOBILE
MOBILE TECHNOLOGY CENTER (MIT)
ROOF REPLACEMENT & EXTERIOR REPAIRS (BG-087-21)
651 CHURCH STREET Mobile, Alabama
City of Mobile Project

MOBILE ALABAMA

REVISIONS

NO.	DATE	REMARKS
	02-23-22	R.T.A.

KEY PLAN

SHEET TITLE
ROOF DETAILS

JOB NO. 2124

DATE: FEBRUARY 23, 2022

SHEET
A303

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