

PROJECT MANUAL

FOR

ARCH PROJECT # 2253

**CITY OF TUPELO
POLICE ATHLETIC LEAGUE (PAL) REROOF
TUPELO, MISSISSIPPI
BID # 2022-050PW**

December 21, 2022



DSJ CREATIVE DESIGNS, LLC

SALTILLO, MISSISSIPPI

CITY OF TUPELO
POLICE ATHLETIC LEAGUE (PAL) REROOF
TUPELO, MISSISSIPPI

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INVITATION TO BID

1. **DESCRIPTION**

This Project is for the Police Athletic League Reroof at 204 Douglas Street, in Tupelo, Mississippi. This Project will consist of removing the existing single ply roof and various roof penetrations that have been abandoned and capped. Installation of 2 (two) new roof drains on the upper gym roof, and installation of a new single ply membrane roof and all associated materials.

2. **PRE – BID CONFERENCE**

A Pre-Bid Conference will be held _____ at the site to provide onsite inspection and review of the intended work program. **(This will be by Addendum No. 1)**

3. **RECEIPT AND OPENING OF BID**

Sealed bids for the PAL ReRoof Project will be received at the Purchasing Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, until **2:00 PM on Tuesday, January 24, 2023** at which time the Bids will be publicly opened and read

4. **BID ENVELOPE**

Bid envelope must contain on the outside of the envelope, the Contractor's current Certificate of Responsibility Number and the Contractor's License Number. Envelope containing bids must be sealed, marked, and addressed as follows:

**CITY OF TUPELO
POLICE ATHLETIC LEAGUE (PAL) REROOF
TUPELO, MISSISSIPPI
BID # 2022-050PW**

By: Construction Company

5. **ONLINE BIDDING**

Plans and specifications are being made available via original paper copy and electronically. Plan Holders are required to register and order bid documents at **www.tupelomsbids.com**. Questions regarding website registration and online orders please contact Plan House at 662-407-0193. Bid documents are non-refundable and must be purchased through the website. Proposals shall be submitted on the Bid Form provided with the specifications. Bids may be submitted in person or, for those interested, bids can be electronically submitted at **www.tupelomsbids.com** under the project name. No oral, telegraphic, telephonic, or e-mail proposals will be considered.

6. **BID BASIS**

Bid will be on a lump sum basis, all general construction and related work as shown or noted on Plans. Award will be made to the lowest and best bidder and the Mayor and City Council reserve the right to reject any, and all bids and to waive any, and all informalities.

7. **CONSTRUCTION TIME**

The total Contract Time shall not exceed 120 consecutive calendar days.

INSURANCE REQUIREMENTS:

- 1.1 All references to "OWNER" herein shall refer to the **CITY OF TUPELO, MISSISSIPPI**.
- 1.2 The CONTRACTOR shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the OWNER.
- 1.3 If a part of this Contract is sublet, the CONTRACTOR shall require each subcontractor to carry insurance of the same kinds and in like amounts as carried by the prime CONTRACTOR.
- 1.4 **Certificates of insurance shall state that thirty (30) days written notice WILL BE given to the OWNER before the policy is canceled or changed.** No CONTRACTOR or subcontractor will be allowed to start construction work on this Contract until all certificates of insurance required herein are filed and approved by the OWNER. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies. In the event the contract time exceed one year CONTRACTOR shall submit renewal certificates for all policies 30 days prior to the expiration of the existing policy.
- 1.5 The CONTRACTOR shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance:
 - A. Workmen's Compensation and Employer's Liability Insurance:
 1. This insurance shall protect the CONTRACTOR against all claims under applicable State Workmen's Compensation Laws. The CONTRACTOR shall also be protected and shall cause each subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workmen's Compensation law. The liability limits shall not be less than the required statutory limits for Workmen's Compensation and Employer's Liability in the amount of Five Hundred Thousand Dollars (\$500,000) for each person. This policy shall include an "all states" endorsement. CONTRACTOR will secure a Waiver of Subrogation endorsement in favor of both OWNER and ENGINEER. CONTRACTOR further agrees to maintain USL&H or other necessary Federal coverages, when applicable, to protect both CONTRACTOR and its employees.
 - B. CONTRACTOR'S Comprehensive Commercial General Liability Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following, and shall name OWNER and ENGINEER and its employees as additional insureds:
 1. Bodily injury liability in the amount of One Million Dollars (\$1,000,000) for each occurrence subject to that limit per accident a total (or aggregate) limit of Two Million Dollars (\$2,000,000), in the aggregate for all damages arising out of injury to or destruction of property during the policy period.
 2. The Comprehensive General Liability policies carried by both the prime and the subcontractors shall contain an endorsement to include the coverage of the following hazards;
 - a. Explosion, collapse, and underground property damage (XCU) to include any damage or destruction of property below the surface of the ground,

- such as wires, conduits, pipes, mains, sewers, etc. caused by the CONTRACTOR'S operations.
- b. The collapse of or structural injury to buildings, structures, or property on or adjacent to the OWNER'S premises caused by the CONTRACTOR'S operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
 - c. Contractual Liability Coverage for the "Hold Harmless" segments of the Contract Documents.
- C. CONTRACTOR'S Contingent or Protective Liability and Property Damage:
1. In case part of this Contract is sublet, the CONTRACTOR shall secure contingent or protective liability and property damage insurance to protect him from claims arising from the operation of his subcontractors in the execution of work included in the Contract. In no case shall the amount of such protection be less than the limits of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. The coverage in each case shall be acceptable to the OWNER.
- D. Automotive Public Liability and Property Damage:
1. The CONTRACTOR shall maintain automobile public liability insurance in the amount of not less than a combined single limit of \$1,000,000 to protect him from any and all claims arising from the use of the following:
 - a. CONTRACTOR'S own automobiles and trucks.
 - b. Hired automobiles and trucks.
 - c. Automobiles and trucks owned by sub-contractors.
 2. The aforementioned is to cover use of automobiles and trucks on and off the site of the project and shall name OWNER and ENGINEER and its employees as additional insureds.
- E. OWNER'S Protective Liability Policy (OCP):
1. The Contractor shall maintain OWNER'S Protective Liability Insurance with the OWNER as the named insured, and their servants, agents including the ENGINEER and employees as additional insureds in amount not less than the following:
 - a. Each occurrence in the amount of One Million Dollars (\$1,000,000) and Two Million Dollars (\$2,000,000) in the aggregate for all damages arising out of any injury or destruction of property.
- F. Umbrella liability insurance with a limit of not less than One Million Dollars (1,000,000) providing additional coverage to the policies listed above.
- G. Builder's Risk Insurance (Fire and Extended Coverage):
1. Until the Project is completed and is accepted by the OWNER the CONTRACTOR is required to maintain Builder's Risk Insurance (fire and extended coverage) adequate to fully cover the insurable portion of the project for the benefit of the OWNER, the prime CONTRACTOR and sub-contractors as their interests may appear.
- 1.6. Insurance policies shall remain in effect on portions of the work which have been completed and which may or may not be occupied or utilized by the OWNER prior to the completion and acceptance of the entire work included in the Contract.

INSTRUCTIONS TO BIDDERS

1. DOCUMENTS

“Plans and specifications are being made available via original paper copy and electronically. Plan Holders are required to register and order bid documents at www.tupelomsbids.com. Questions regarding website registration and online orders please contact Plan House at 662-407-0193. Bid documents are non-refundable and must be purchased through the website. For questions related to the contract documents contact DSJ Creative Designs, LLC at 662-231-9793. Proposals shall be submitted on the Bid Form provided with the specifications. Bids may be submitted in person or, for those interested, bids can be electronically submitted at www.tupelomsbids.com under the project name. No oral, telegraphic, telephonic, or e-mail proposals will be considered.”

2. EXAMINATION

Bidders shall carefully examine the Documents and the site to determine the actual conditions under which work will be done.

Data, in the Bidding Instruments, pertaining to existing conditions is for convenience only and does not supplant obtaining first-hand information at the site.

Extra payments will not be authorized for work that could have been foreseen by careful examination of site.

Submission of a bid shall constitute acceptance, by the bidders, of existing site conditions as a part of the requirements for this work.

3. QUESTIONS

Submit questions about the Bidding Instruments, in writing, to the Architect not less than 96 hours before the time scheduled for opening bids.

Necessary replies will be issued to all prime bidders of record as Addenda, which become a part of the Bidding Instruments.

Oral Instructions do not form a part of the Bidding Instruments.

Prime Bidders shall check with the Architect within 72 hours prior to bid opening to secure any Addenda affecting bidding.

4. BASIS OF BID

Bids shall include all cost for this project as described and indicated by the Bidding Instruments. Bids shall include all unit price costs and/or all alternate costs as indicated by the Specifications and bid form.

Basis for bidding shall be on the brands, products, and requirements indicated or specified. Bidders may submit a voluntary alternate showing an amount to be added or deducted from the contract amount if such voluntary alternate is accepted.

5. BID FORM

Bid shall be submitted on the form included in the Bidding Instruments prepared on the provided forms.

Blank spaces shall all be properly filled, with no other additions, changes, erasures, or interlineations.

Original typed sheets with one copy of each shall be submitted. Both copies shall be signed.

Bid shall be signed in longhand below the typed name of the person authorized to bind the Bidder to a contract.

Where Bidder is a Corporation, Bid must be signed with the legal name of the Corporation followed by the name of the State of incorporation and the legal signature of a person authorized to bind the Corporation to a contract.

6. BID SECURITY

Bid Security will be certified check or bid bond issued by a surety licensed to do business in the State where bids are taken.

Bid Bond or check shall be made payable to the Owner in the amount of five percent (5%) of bid amount.

The successful bidder's security will be retained until a contract has been signed and the required Payment and Performance Bonds have been signed and delivered.

Owner reserves the right to retain the security of the next low bidder until a contract has been executed or until 45 days after bid opening, whichever is shorter. All other bid security will be returned upon demand. Should any bidder refuse to enter into a contract, under the terms of bidding instruments, the Owner will retain the Bid Security as liquidated damages, but not as penalty.

7. SUB - CONTRACTORS

Names of principal Sub-contractors and Suppliers shall be listed and submitted with bid.

There shall be only one Sub-contractor or Supplier named for each classification or phase of work.

8. SUBMITTALS

Submit Bid, Bid Security, Sub-contractor list, and other required data in an opaque, sealed envelope.

Envelope shall be identified with the project name, the name and address and state license and or Certificate of Responsibility of the Bidder.

Submit bids at the time and place shown in the Invitation to Bid.

9. WITHDRAWAL

Bids may be withdrawn any time before bid opening time but may not be re-submitted.

Bids may not be modified after submittal.

Bids may not be withdrawn or modified after bid opening time unless the award of contract has been delayed more than 45 days.

10. REJECTION

Owner reserves the right to reject any or all bids and to waive any informalities in bidding.

11. OPENING

Bids will be opened at the time and place shown in the Invitation to Bid.

Each bona fide prime bidder may have one authorized representative present at the bid opening.

12. LOW BIDDER

For the purpose of preliminary consideration, the "Low Bidder" will be determined by the base bid amount with alternates selected by the Owner. Award of contract may include full consideration of the alternates selected by the Owner.

13. STATE LICENSE AND RESPONSIBILITY NUMBER

Each Contractor submitting a bid must show on his bid and on the face of the envelope containing the bid, his Mississippi State Contractor's License Number as required by Mississippi Laws of 1988. For a bid in excess of \$100,000.00 a bidder must also have a Contractor's Certificate of Responsibility Number on his bid form and on the envelope to show compliance with Section 15, Section 31-3-1, Mississippi Code of 1988.

No bid will be accepted, opened, or considered unless the above information is given as specified. Sufficient evidence that said license and Certificate of Responsibility (where required) have been issued and are effective at the time of receiving bids. Where the Sub-contractors' prices exceed \$100,000, their Certificate of Responsibility Number will be required on the Bid Form.

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BIDDING FORMS

PROPOSAL FORM

This form shall be submitted in duplicate, on the form provided the Bidder exactly as indicated here.

**CITY OF TUPELO
POLICE ATHLETIC LEAGUE (PAL) REROOF
TUPELO, MISSISSIPPI
BID # 2022-050PW**

By:
Contractor

BASE BID:

The undersigned proposes to furnish all labor, materials, and equipment necessary to perform the General Construction, etc... for the Reroof of the Police Athletic League (PAL) in Tupelo, Mississippi in strict accordance with Drawings, Documents, and Specifications as prepared by DSJ Creative Designs, LLC for the sum of:

_____ (\$ _____)

The undersigned agrees that if notice of acceptance of bid is delivered to him within 45 days from date to bid opening and will promptly execute and deliver a contract in accordance with bid, as accepted by Owner, in the form shown in the Contract Documents.

The undersigned agrees to complete work under this contract in 120 Calendar Days.

The undersigned designates his office of record, to which notices may be mailed as,

_____.

The undersigned acknowledges receipt of **ADDENDA** numbered and dated:

_____, _____, _____, _____, _____.

The undersigned acknowledges the right of the Owner to accept any proposal, to reject any or all proposals, or to waive any informalities in bidding.

The undersigned acknowledges that for construction delay past the proposed date of completion, liquidated damages will be assessed at the rate of **\$150.00** per calendar day.

The undersigned hereby certifies that he is familiar with the contents of the Contract Documents for this work and that he has examined the site and accepts existing conditions as those under which work will be done.

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Date: _____

Firm Name _____

Certificate of Responsibility
No. _____

Signature _____

Title _____

Seal if Applicable

Please provide those at \$50,000.00 for more and/or as follows:

LIST OF SUB-CONTRACTORS

Phase of Work

Person or Firm

Certificate of Resp

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SECTION 00500 - CONTRACT FORM

AGREEMENT WITH OWNER

- A. "The Standard Form of Agreement Between Owner and Contactor where the Basis of Payment is a Stipulated Sum", AIA A101 – 2007 will be the form used as a contract of this work.

BOND FORMS

- A. **PERFORMANCE AND PAYMENT BOND**
 - 1. Performance and Payment Bonds shall be in the amount of One Hundred (100%) of the Contract amount
- B. **BID BOND**
 - 1. Bid Bond shall be in the amount of Five Percent (5%) of the Contract amount.

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SECTION 00700 - GENERAL CONDITIONS

PART 1 GENERAL

1.1 DESCRIPTION

- A. Scope:
The "General Conditions of the Contract for Construction" AIA Document A201, Sixteenth Edition, 2007, Articles 1 through 14 inclusive is a part of this contract and is incorporated herein as fully if set forth herein.

- B. Copy:
Contractors are presumed to be familiar with this document, a copy may be obtained from the Architect or examined in his office.

SECTION 00800 - SUPPLEMENTARY CONDITIONS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The following Supplementary Conditions modify the "General Conditions of the Contract for Construction," AIA Document A201, 2007. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect. In the event of a conflict between the General Conditions of the Contract for Construction and Section 00800, Section 00800 shall control even if the conflicting provision in the General Conditions of the Contract for Construction is not expressly revised or deleted by reference in Section 00800.
- B. The General Conditions may also be supplemented or amplified elsewhere in the Contract Documents by provisions located in, but not necessarily limited to, Division 1 of the Specifications.

1.2 SUPPLEMENTS

ARTICLE 1 - GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS:

Delete the last sentence in Article 1.1.1 and insert the following:

The Contract Documents shall include the Instructions to Bidders, the plans, the specifications, including Divisions 0 through 16, all Addenda and modifications to the plans and/or specifications, the Agreement between Owner and Contractor, the performance and payment bonds, the notice to proceed and any executed change orders. Information and documentation pertaining to soil investigation data, laboratory investigations, soil borings and related information included herein are not part of the Contract Documents. In the event of a conflict between the provisions of Division O and any other section of the Contract Documents, such other sections(s) shall govern.

1.1.2 THE CONTRACT

Add the following to the end of Article 1.1.2:

Large scale drawings shall govern over small scale drawings where there are differences or conflicts between such drawings. Where the word "similar" appears on the plans, it shall not be interpreted to mean "identical" and shall require the Contractor to coordinate the actual conditions and dimensions of the location where the "similar" conditions are shown to occur.

1.1.9 MISCELLANEOUS DEFINITIONS

Add the following:

The term "products" as used in these Supplementary Conditions includes materials, systems and equipment.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.4 Add the following Article 1.2.4:

It is the intent of the Contract Documents that the Contractor shall properly execute and complete the Work described by the Contract Documents, and unless otherwise provided in the Contract, the Contractor shall provide all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, whether temporary or permanent and whether or not incorporated in the Work, in full accordance with the Contract Documents and reasonably inferable from them as necessary to produce the intended results.

1.2.5 Add the following Article 1.2.5:

The Contract Documents shall be interpreted collectively, each part complementing the others and consistent with the intent of the Contract Documents. Unless an item shown or described in the Contract Documents is specifically identified to be furnished or installed by the Owner or others or is identified as "Not In Contract" ("N.I.C."), the Contractor's obligation relative to that item shall be interpreted to include furnishing, assembling, installing, finishing, and/or connecting the item at the Contractor's expense to produce a product or system that is complete, appropriately tested, and in operable condition ready for use or subsequent construction or operation by the Owner or separate contractors. The omission of words or phrases for brevity of the Contract Documents, the inadvertent omission of words or phrases, or obvious typographical or written errors shall not defeat such interpretation as long as it is reasonably inferable from the Contract Documents as a whole.

Words or phrases used in the Contract Documents which have well-known technical, or construction industry meanings are to be interpreted consistent with such recognized meanings unless otherwise indicated.

Except as noted otherwise, references to standard specifications or publications of associations, bureaus, or organizations shall mean the latest edition of the referenced standard specification or publication as of the date of the Advertisement of Bids.

In the case of inconsistency between Drawings and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

Generally, portions of the Contract Documents written in longhand take precedence over typed portions, and typed portions take precedence over printed portions.

Any doubt as to the meaning of the Contract Documents or any obscurity as to the

wording of them, shall be promptly submitted in writing to the Architect for written interpretation, explanation, or clarification.

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

Delete the phrase "they shall endeavor to" in the second line and insert the phrase "the Architect shall" and add the following to the end of the sentence:

", which protocols shall be the same as or similar to the Digital Data Protocol Exhibit, AIA Doc. E201-2007."

ARTICLE 2 - OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 Add the following to the beginning of Article 2.2.1:

If the Project is a private project, not funded by public funds, then . . .

2.2.2 Delete Article 2.2.2 in its entirety.

2.2.3 Delete Article 2.2.3 in its entirety.

2.2.5 Delete Article 2.2.5 in its entirety and insert the following:

NOTE:

2.2.5 The Contractor will be furnished free of charge 10 copies of the plans and specifications, including all Addenda. Additional sets will be furnished at the cost of reproduction, postage and handling.

2.3 OWNER'S RIGHT TO STOP THE WORK

2.3 Delete Article 2.3 in its entirety and insert the following:

2.3 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Article 12.2 or fails to carry out Work in accordance with the Contract Documents or fails to perform any of its obligations under 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 Article 6.1.3.

The rights and remedies under this Article 2.3 are in addition to and do not in any respect limit any other rights of the Owner, including its termination rights under Article 14.

ARTICLE 3 - CONTRACTOR

3.1 GENERAL

3.1.1 Add the following at the end of Article 3.1.1:

The relationship of Contractor to Owner shall be that of independent contractor, and nothing in the Contract Documents is intended to nor should it be construed as creating any other relationship, expressed or implied, between Owner and Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.5 Add the following Article 3.2.5:

The Owner is entitled to deduct from the Contractor's pay applications for amounts paid to the Architect for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

3.4 LABOR AND MATERIALS

3.4.2 Add the following to the end of Article 3.4.2:

Some Sections of the Specifications may not allow substitution of materials, products or equipment. Where substitution is allowed the request for substitution will only be considered if made in strict accordance with the requirements of Article 3.4.4 below and Section 01630.

3.4.4 Add the following Article 3.4.4:

After the Contract has been executed, the Owner and the Architect may consider a request for the substitution of products in place of those specified only under the conditions set forth in Section 01630 of the specifications.

By making requests for substitutions, the Contractor:

- .1 Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respect to that specified.
- .2 Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified.
- .3 Certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently becomes apparent.

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- .4 Shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects at its costs.
All substitutions shall be submitted within 30 days of the Notice to Proceed, as per Section 01630.

3.4.5 Add the following Article 3.4.5:

Contractor represents that it has independently investigated, considered and understands the labor conditions in the area surrounding the Project and acknowledges that such conditions may impact the Contractor's cost and/or time of performance of the Contract. Therefore, Contractor further represents that the Contract Price is based upon Contractor's independent investigations into such labor conditions and that the Contract time is reasonable, and the date of Substantial Completion is obtainable. As a result, Contractor assumes the risk of increased costs, if any, incurred by it arising out of or related to such labor conditions and acknowledges that Contractor and its surety will reimburse Owner for any additional costs Owner incurs arising out of or related to such labor conditions.

3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

3.7.1 Delete Article 3.7.1 in its entirety and insert the following:

The Contractor shall secure and pay for the building permit and all other permits, fees, licenses, inspections and all other approvals and charges necessary for proper execution and completion of the Work.

3.7.3 Delete the words "knowing it to be" from Article 3.7.3.

3.8.2.3 Add the following to the end of Article 3.8.2.3;

. . . except when installation is specified to be included as part of the allowance in the General Requirements (Division 1 of the Specifications).

3.9 SUPERINTENDENT

Add the following to the end of Article 3.9.1:

The Contractor shall also employ a competent project manager who shall be primarily responsible for the Contractor's home office activities in connection with the Contract.

The Owner shall have the right, which shall be exercised in a reasonable fashion, to approve the project manager and/or superintendent employed by the Contractor, either before or during the progress of construction.

The superintendent and project manager for the project shall be designated by the Contractor at the pre-construction conference. After Owner's approval of such project manager and superintendent, they shall not be replaced by the Contractor

without the Owner's prior written consent, which consent is required unless the Contractor submits proof satisfactory to the Owner that the superintendent and/or the project manager should be terminated by the Contractor for cause.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.3 Delete Article 3.10.3 in its entirety and insert the following:

Time being of the essence, the Contractor shall perform the Work in accordance with the most recent schedule submitted to and approved by the Owner and Architect.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.6 Add the following to the end of Article 3.12.6:

In reviewing Shop Drawings, Product Data, Samples and similar submittals the Architect shall be entitled to rely upon the Contractor's representation that such information is correct and accurate.

3.12.8 Add the following to the end of Article 3.12.8:

Unless such written notice has been given, the Architect's approval of a Shop Drawing, Product Data, Sample or similar submittal shall not constitute approval of any changes not requested on the prior submittal.

3.12.9 Add the following to the end of Article 3.12.9:

The Architect's review of the Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals.

3.18 INDEMNIFICATION

3.18.1 Add the word "defend," before the word "indemnify" in the first line, add the words "or nonperformance" after the word "performance" in the third line and delete the phrase which begins "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)," to the end of the sentence.

ARTICLE 4 - ARCHITECT

4.1.1 Add the following at the end of Article 4.1.1:

NOTE:

The term "Architect", "Engineer" or "Design Professional" as used in the Contract Documents refers to the Architect.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.10 Delete Article 4.2.10 in its entirety.

ARTICLE 5 - SUBCONTRACTORS

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

5.2.1 Delete the phrase "Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract" from the first sentence of Article 5.2.1 and insert the following in lieu thereof:

"The Contractor, with its first Application for Payment and as a condition to the Owner's obligation to make payments to Contractor under Article 9 of the General Conditions as supplemented herein, Y"

5.2.5 Add the following Article 5.2.5:

The Contractor's unauthorized substitution of any subcontractor, supplier, person or entity previously identified by Contractor in accordance with Article 5.2.1 shall entitle the Owner to reject the work, materials or product furnished and require removal and replacement at no additional cost to the Owner.

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

Delete Articles 6.1.1, 6.1.2, 6.1.3, 6.1.4 in their entirety and insert the following:

6.1 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 either in connection with other portions of the Project or other construction or operation on the site. In such event, the Contractor shall coordinate its activities with those of the Owner and of other contractors so as to facilitate the general progress of all work being performed by all parties. Cooperation will be required in the arrangement for the storage of materials, and in the detailed execution of the Work.

The Contractor, including his subcontractors, shall keep informed of the progress and the detailed work of the Owner or other contractors and shall immediately notify the Architect of lack of progress or delays by other contractors which are affecting Contractor's Work. Failure of Contractor to keep informed of the progress of the work of the Owner or other contractors and/or failure of Contractor to give notice of lack of progress or delays by the Owner or other contractors shall be deemed to be acceptance by Contractor of the status of progress by other contractors for the proper coordination and completion of Contractor's Work. If, through acts or neglect on the part of the Contractor, the Owner or

any other contractors or subcontractor shall suffer loss or damage or assert any claims of whatever nature against the Owner, the Contractor shall defend, indemnify and hold harmless the Owner from any such claims or alleged damages, and the Contractor shall resolve such alleged damages or claims directly with the other contractors or subcontractors.

6.2 MUTUAL RESPONSIBILITY

6.2.3 Delete Article 6.2.3 in its entirety.

ARTICLE 7 - CHANGES IN THE WORK

7.1 GENERAL

7.1.3 Add the following to the end of Article 7.1.3:

Except as permitted in Article 7.3, a change in the Contract Sum or the Contract Time shall only be accomplished by written change order. Therefore, the Contractor acknowledges that it is not entitled to a change in the Contract Sum or the Contract Time in the absence of a written change order on the basis of the course of conduct or dealings between the parties and/or the Owner's express or implied acceptance of alterations or additions to the Work and/or the Owner has been unjustly enriched by the Contractor's Work or any other basis otherwise allowed by law or the facts and Contractor agrees that any such extra or changed work was performed by it as a volunteer.

7.2 CHANGE ORDERS

7.2.2 Add the following Article 7.2.2:

Contractor's execution of a change order constitutes a final settlement to the Contract Sum and construction schedule and the Contract Time for all matters relating to or arising out of the change in the Work that is the subject of the change order including, but not limited to, all direct and indirect costs associated with such change, all extended direct job site and home office overhead expenses and any and all delay and impact cost for the change, whether alone or in combination with other changes, including any impact, ripple or cumulative effect resulting therefrom, if any.

7.2.3 Add the following Article 7.2.3:

Adjustments to the Contract Sum by change order shall be based upon one of the methods set forth in Article 7.3.3.1, 7.3.3.2, 7.3.3.3 or 7.3.3.4, as appropriate. A reasonable allowance for the combined overhead and profit included in the change order shall be based upon the schedule set forth in Article 7.3.11, as supplemented.

7.2.4 Add the following Article 7.2.4:

In order to facilitate consideration of change order requests, all such requests, except
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those involving an amount less than \$500 must be accompanied by a complete itemization of costs, including labor, materials and subcontractor costs which shall likewise be itemized. Changes for more than \$500 will not be approved without such itemization.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.8 Delete the first sentence and insert the following:

The amount of credit to be given by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the actual net cost-plus reasonable allowance for overhead on net cost and profit thereon as approved by the Architect and Owner.

7.3.11 Add the following Article 7.3.11:

The allowance for overhead and profit combined, including extended direct job and home office overhead and any and all delay, impact, inefficiency, disruption and ripple effect to be included in the total cost to the Owner, shall be based on the following schedule:

- .1 For the Contractor, for work performed by the Contractor's own forces, 15 percent of the cost.
- .2 For the Contractor, for work performed by the Contractor's subcontractor, 10 percent of the amount due the subcontractor.
- .3 For each subcontractor or sub-subcontractor involved, for work performed by that subcontractor or sub-subcontractor's own forces, 15 percent of the cost.
- .4 For each subcontractor, for work performed by the subcontractor's sub-subcontractor's, 10 percent of the amount due the sub-subcontractor.
- .5 Costs to which overhead and profit is to be applied shall be determined in accordance with Article. 7.3.7.

ARTICLE 8 - TIME

8.2 PROGRESS AND COMPLETION

8.2.1 Add the following to the end of the second sentence:

and that the Contractor is fully capable of properly completing the Work within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.3 Add the following to the end of Article 8.3.3:

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No delay, interference, hindrance or disruption, from whatever source or cause, in the progress of the Contractor's Work shall be a basis for an extension of time and/or additional compensation, unless the delay, interference, hindrance or disruption (1) is without the fault and not the responsibility of the Contractor, its subcontractors and/or suppliers and (2) directly affects the overall completion of the Work as reflected on the critical path of the Contractor's updated and accepted construction schedules. The Contractor expressly agrees that the Owner shall have the benefit of any float in the construction schedule and that delays to construction activities, which do not affect the overall completion of the Work, do not entitle the Contractor to any extension in the Contract Time and/or increase in Contract Sum.

8.3.4 Add the following Article 8.3.4:

All claims by the Contractor for an increase in the Contract Time must follow the procedures set forth in Articles 15.1.2 and 15.1.5, including the requirement that the Contractor give written notice of any claim within twenty-one (21) days after occurrence of the event giving rise to such claim or within twenty-one (21) days after the Contractor first recognizes the condition giving rise to the claim, whichever is earlier.

8.3.5 Add the following Article 8.3.5:

If the Contractor submits a schedule indicating or otherwise expressing an intent to complete the Work prior to the date of substantial completion, the Owner shall have no liability to the Contractor for any failure by the Contractor to complete the Work prior to the expiration of the Contract Time.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.3 APPLICATION FOR PAYMENTS

9.3.1 Add the following sentence to the end of Article 9.3.1:

The form of Application for Payment will be the current edition of the AIA Document G702, Application and Certification for Payment, supported with AIA Document G703, Continuation Sheet.

9.3.1.3 Add the following Article 9.3.1.3:

In any contract awarded by the state of Mississippi or any agency, unit or department of the State of Mississippi, or by any political subdivision thereof, the amount of retainage that may be withheld is governed by Mississippi law.

NOTE:

In all other contracts, the Owner will retain, until the Work is one hundred percent (100%) complete, ten percent (10%) of the amount due the Contractor on account of progress payments. No reduction in retainage will be made until final payment is made except that when the original Contract amount is in an amount equal to or

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greater than \$750,000, then whenever such Work is fifty percent (50%) complete and on schedule and satisfactory, in the opinion of the Architect and the Owner, fifty percent (50%) of the retainage may be returned to the Contractor and five percent (5%) will be retained on all subsequent progress payments. The Owner may subsequently increase the retainage if the Contractor's manner of completion of the Work and/or its progress do not remain satisfactory to the Architect and/or Owner or if the Surety withholds its consent to payment for other good and sufficient reasons.

9.3.2.1 Add the following Article 9.3.2.1:

Payment for materials stored at some location other than the Project site, may be approved by the Architect and the Owner after the Contractor has submitted the following items:

- .1 An acceptable Lease Agreement between the Contractor or one of its subcontractors or suppliers and the owner of the land, or building, where the materials are stored covering the specific area where the materials are located.
- .2 Consent of Surety or other acceptable bond to cover the materials stored off-site.
- .3 All Perils Insurance coverage for the full value of the materials stored off-site.
- .4 A Bill of Sale from the Manufacturer to the Contractor for the stored materials.
- .5 A complete list and inventory of materials manufactured, stored and delivered to the storage site and of materials removed from the storage site and delivered to the Project.
- .6 A review by the Architect of the materials stored off-site prior to release of payment.
- .7 Proof of payment of stored materials verified by the supplier must be submitted to the Architect within thirty (30) days of the Application for Payment on which payment for said materials was made. If proof of payment is not submitted within thirty (30) days, then payment for said materials will be deducted from the next application for payment and withheld until proof of payment is received.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1.7 Delete the word "repeated".

9.5.1.8 Add the following Article 9.5.1.8:

The letter from the Contractor which is required by Article 15.1.5.2 has not been received.

9.6 PROGRESS PAYMENTS

9.6.1 Delete Article 9.6.1 in its entirety and insert the following:

Subject to the conditions of the Contract, the Owner shall make payment to the Contractor in the amount certified within thirty (30) days after receipt of the Certificate for Payment from the Architect. Payment shall not be considered late until thirty (30) days after Owner's receipt of the approved Certificate for Payment from the Architect.

9.6.1.1 Contractor's Applications for Payment shall be submitted on or before the 25th day of each month. Any application not submitted on or before this date may not be processed or approved until the following month.

9.6.7 Delete the word "Unless" from the first sentence and insert the phrase "Whether or not."

Add the following to the end of Article 9.6.7:

The amount retained by the Contractor from each payment to each Subcontractor and material supplier shall not exceed the percentage retained by the Owner from the Contractor for the Subcontractor's Work.

9.7 FAILURE OF PAYMENT

9.7 In the first sentence, delete the words "or awarded by binding dispute resolution".

9.8 SUBSTANTIAL COMPLETION

9.8.1 Delete Article 9.8.1 in its entirety and insert the following:

Substantial completion for purposes of this Contract occurs only upon Contractor's compliance with the following conditions precedent: (a) the Contractor furnishes to the Architect all close-out documents required by the Contract Documents in a form satisfactory to the Architect and the Owner, (b) the Contractor furnishes the manufacturers' certifications and/or warranties required by the Contract Documents; (c) the Contractor furnishes the Guarantee of Work set forth hereinbelow; and (d) the Architect certifies that the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended purpose.

The Guarantee of Work shall be submitted as a separate document signed by Contractor and Contractor's Surety and shall state the following:

Contractor and Contractor's Surety hereby guarantee that all Work performed on the Project is free from defective and/or nonconforming materials and workmanship and that for a period of one year from the date of substantial completion or such longer period of time as may be called for in the Contract Documents for such portions of the Work, Contractor or its Surety will repair and/or replace any defective and/or nonconforming materials and workmanship in accordance with the requirements of the Contract Documents.

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9.8.2.1 Add the following Article 9.8.2.1:

The Contractor shall be responsible for the costs of inspections made by the Architect including any and all other related expenses incurred by the Architect for providing services for the Project required by failure of the Contractor to achieve final acceptance / completion of the Project within 30 days after the first occurrence of the below described events:

1. Specified date of Substantial Completion; or
2. Actual date of Substantial Completion.

The costs of the Architect's additional services shall be deducted by the Owner from the Contractor's final application for payment to pay the Architect for additional services required by the Contractor's failure to achieve final completion of the project within the 30 day period described above.

9.8.4 Delete the last sentence of Article 9.8.4 and insert the following:

Warranties required by the Contract Documents shall commence and continue for one (1) year from the date of Substantial Completion except that the roof system shall be warranted for a period of three (3) years from the date of Substantial Completion.

9.8.5 Add the following to the end of Article 9.8.5:

Contractor's execution of the Certificate of Substantial Completion constitutes Contractor's representation that the items on the list accompanying the Certificate can and will be completed by Contractor and his subcontractors within thirty (30) days of Contractor's execution of the Certificate. Based upon this representation by Contractor and upon the acknowledgment of the Architect that the listed items remaining can be completed within thirty (30) days, the Owner agrees to execute the Certificate of Substantial Completion. If Contractor fails to complete the items on the list within thirty (30) days of Contractor's execution of the Certificate, then the Owner, at its option and without prejudice to any other rights or remedies it may have under this Contract or otherwise and without notice to Contractor or Surety, may proceed to have same completed and to deduct the reasonable costs thereof from the amounts then due or thereafter to become due to Contractor.

9.8.6 Add the following Article 9.8.6:

The costs of inspections made by Architect which are not required by Articles 4, 9.8 or 9.10 or 12 of the General Conditions and any other inspection required by Article 12 other than the year-end inspection itself, will be the responsibility of the Contractor and will be deducted by the Owner from the Application for Payment submitted after the Owner's receipt of the Architect's statement for its costs of additional inspections. These costs are not the result of Contractor's failure to timely complete the Contract within the specified time and, therefore, such costs are in addition to and not a part of any liquidated damages calculation, if any.

9.8.7 Add the following Article 9.8.7:

Upon the Owner's acceptance of the Work as substantially complete and upon Contractor's compliance with all conditions precedent to substantial completion as stated in Section 00800, Article 9.8.1 and upon application by the Contractor, the Owner will pay to the Contractor all retainage held by the Owner less an amount equal to the greater of (a) two percent (2%) of the Contract Sum, or (b) two hundred percent (200%) of the estimated cost of the Work remaining to be performed by the Contractor in accordance with the Architect's determination. Final payment, including all retainage, shall be made at the time and in the manner provided for final payment in accordance with the provisions of Article 9.10 and the additional conditions precedent to final acceptance / payment set forth in Section 00800, Article 9.8.5.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1.2 Add the following Article 9.9.1.2:

The Owner's occupancy or use of any completed or partially completed portions of the Work shall not affect Contractor's obligation to complete incomplete items on the list attached to the Certificate of Substantial Completion within the time fixed in the Certificate and does not waive Owner's right to obtain completion of incomplete items at Contractor's expense upon Contractor's failure to timely complete same.

9.11 LIQUIDATED DAMAGES

Liquidated Damages. Time being of the essence of this Contract and a matter of material consideration thereof, a reasonable estimate in advance is established to cover losses incurred by the Owner if the Project is not substantially complete on the date set forth in the Contract Documents. The Contractor and his Surety will be liable for and will pay the Owner the sums hereinafter stipulated as fixed and agreed as liquidated damages for each calendar day for delay until the Work is substantially complete. The Contractor and his Surety acknowledge that the Owner's losses caused by the Contractor's delay are not readily ascertainable and that the amount estimated per day for liquidated damages is reasonable and is not a penalty.

NOTE:

The amount established per day for liquidated damages is \$300 (calculation of amount required).

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following to the end of Article 10.1:

The Architect shall not administer the Contractor's performance of its duties and responsibilities under Article 10 (including Articles 10.1 through 10.6) because the initiation, maintenance and supervision of safety precautions and programs is the

sole responsibility of the Contractor as means, methods, techniques, sequences and procedures of construction and, therefore, is not part of the Contractor's scope of Work which is to be administered by the Architect.

ARTICLE 11 - INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1.5 Delete the words "other than the Work itself".

11.1.1.9 Add the following Article 11.1.1.9:

Liability insurance will include all major divisions of coverage and be on a comprehensive basis including:

1. Premises - operations.
2. Independent Contractor's Protective.
3. Products and completed operations.
4. Contractual Liability- including specified provisions for the Contractor's obligations under 3.18.
5. Personal Injury Liability
6. Owned, non-owned and hired motor vehicles.
7. Broad form coverage for property damage.
8. Owner and Architect will be listed as additional insured on policy.

11.1.2 Delete Article 11.1.2 in its entirety and insert the following:

The insurance required by Article 11.1.1 will be written for not less than the following, or greater amounts if required by law or if deemed necessary by the Contractor to protect its interests.

.1 **GENERAL LIABILITY: (TO BE SET BY THE OWNER'S INSURANCE COMPANY)**

Commercial General Liability
(Including XCU)

General Aggregate		\$	Aggregate
Products & Completed Operations	\$		Aggregate
Personal & Advertising Injury	\$		Per Occurrence
Bodily Injury & Property Damage		\$	Per Occurrence
Fire Damage Liability	\$		Per Occurrence
Medical Expense		\$	Per Person

.2 **OWNERS & CONTRACTORS PROTECTIVE LIABILITY:**

Bodily Injury & Property Damage	\$	Aggregate
Bodily Injury & Property Damage	\$	Per Occurrence

.3 **AUTOMOBILE LIABILITY:**

(Owned, non-owned & hired vehicles)

Contractor Insurance Option Number 1:

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Bodily Injury & Property Damage (Combined Single Limit)	\$	Per Occurrence
Contractor Insurance Option Number 2:		
Bodily Injury	\$	Per Occurrence
Bodily Injury	\$	Per Accident
Property Damage	\$	Per Occurrence
.4 EXCESS LIABILITY:		
(Umbrella on projects over \$500,000)		
Bodily Injury & Property Damage (Combined Single Limit)	\$	Aggregate
	\$	Per Occurrence
.5 WORKERS' COMPENSATION:		
(As required by Statute)		
EMPLOYERS' LIABILITY		
Accident	\$	Per Occurrence
Disease	\$	Policy Limit
Disease	\$	Per Employee
.6 PROPERTY INSURANCE:		
Builder's Risk	\$	Provided by Owner
Or Installation Floater	\$	

11.1.3 Add the following after the second sentence:

The Owner and Architect will be named as additional insureds on the Contractor's CGL policy and the Contractor's certificate of insurance must state that the Owner and Architect are additional insureds under the referenced CGL policy and that all of Contractor's contractual liabilities, including but not limited to its indemnity obligations, are covered by such CGL policy.

Any language contained on the certificate of insurance form or elsewhere to the contrary is deemed stricken.

The certificate of insurance must also state that all of Contractor's contractual liabilities, including but not limited to its indemnity obligations, are covered. Any terms and conditions contained in the certificate of insurance which are contrary to the Contractor's contractual obligations are hereby stricken from the certificate.

11.1.5 Add the following Article 11.1.5:

Furnish one copy of the certificate herein required for each copy of the Agreement, specifically setting forth evidence of all coverage required by Article 11. The form of the certificate will be AIA Document G715 or a similar form acceptable to Owner. Furnish to the Owner and Architect, copies of any endorsements that are subsequently issued amending coverage or limits. If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the Contract and the termination date of the policy, or the applicable extended reporting period shall be

no earlier than the termination date of coverages required to be maintained after final payment.

11.2 OWNER'S LIABILITY INSURANCE

11.2 Delete Article 11.2 in its entirety and insert the following:

The Contractor will pay for and maintain such insurance as will protect the Owner and Architect from their contingent liability to others for damages because of bodily injury, including death, which may arise from operations under this Contract and other liability for damages which the Contractor is required to insure under any provision of this Contract. Certificate of this insurance shall be filed with the Owner and Architect and will be the same limits set forth in Article 11.1.2.

11.3 PROPERTY INSURANCE

11.3.1 Delete the phrase "Unless otherwise provided, the Owner" from the first line and insert the phrase "The Contractor".

11.3.1.2 Delete Article 11.3.1.2 in its entirety and insert the following:

If the Contractor fails to purchase and maintain such insurance and the Owner is damaged by such failure, then the Contractor shall be liable to the Owner for all such damages incurred by the Owner.

11.3.1.3 Delete Article 11.3.1.3 in its entirety and insert the following:

If the property insurance requires minimum deductibles, the Contractor shall pay the deductible and all other costs not covered because of such deductibles. If the Contractor or insurer increases the required minimum deductibles above the amounts so identified or if the Contractor elects to purchase this insurance with voluntary deductible amounts, the Contractor shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles.

11.3.2 Delete Article 11.3.2 in its entirety.

11.3.3 Delete Article 11.3.3 in its entirety.

11.3.4 Delete Article 11.3.4 in its entirety.

11.3.5 Delete Article 11.3.5 in its entirety.

11.3.6 Delete Article 11.3.6 in its entirety.

11.3.10 Delete Article 11.3.10 in its entirety and insert the following:

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 (5) business days after occurrence of loss.

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11.3.11 Add the following Article 11.3.11:

In addition to the above, the Contractor shall obtain in the Owner's and Architect's names, and maintain during the same time period, Public Protective Liability Insurance and Property Damage Insurance in the amount of not less than \$1,000,000 combined single limit, which policies shall cover the operations of the Contractor, and those of his subcontractors to protect the Owner and Architect from loss. This protection is not to be considered as a separate policy by the Contractor but shall be a rider to the Contractor's coverage.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12.2 CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 Add the following to the end of Article 12.2.2.1:

Prior to the end of the one-year period, (three years for roof systems), the Architect may schedule a warranty inspection which shall be attended by the Architect, the Owner, the Contractor and all major subcontractors. During this inspection, the parties shall identify all defective and/or nonconforming items and fix a time within which all defective and/or nonconforming items shall be repaired and/or replaced.

12.2.2.1.1 Add the following Article 12.2.2.1.1:

Within the one-year period (three years for roof systems) provided for in the Guarantee of Work required by Article 9.8.1, if repairs or replacement are requested by Owner in connection with the Work which, in the opinion of the Owner, are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the Contract Documents, the Contractor and/or its Surety shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition in every particular, all such Work, correct all defects therein and make good all damages to the building, site, equipment or contents thereof; and make good any work or materials or the equipment and contents of said buildings or site disturbed in fulfilling any such guarantee. If, after notice or within the time agreed upon by the parties at the warranty inspection, the Contractor and/or its Surety fail to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected in accordance with Article 2.4 and the Contractor and his Surety shall be liable for all expenses incurred. All special guarantees applicable to definite parts of the Work stipulated in the Contract Documents shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.6 INTEREST

13.6 Delete Article 13.6 in its entirety and insert the following:
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Payments due and unpaid under the Contract Documents shall bear interest as provided by applicable Mississippi law.

- 13.7 Delete the phrase "in accordance with the requirements of the final dispute resolution method selected within the Agreement."

13.8 ATTORNEYS' FEES AND EXPENSES

Add the following Article 13.8 to private projects not funded in whole or in part by public monies.

The prevailing party in any dispute between the parties arising out of or related to this Agreement or the breach thereof, shall be entitled to reasonable attorneys' and expert witness(es) fees and expenses incurred in pursuing or defending any claim.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

- 14.1.1.4 Delete Article 14.1.1.4 in its entirety.

14.2 TERMINATION BY THE OWNER FOR CAUSE

- 14.2.1.1 Delete the word "repeatedly" from Article 14.2.1.1.

- 14.2.1.3 Delete the word "repeatedly" from Article 14.2.1.3.

- 14.2.1.5 Add the following Articles 14.2.1.5 and 14.2.1.6:

- .5 fails to achieve Substantial Completion of the Project as described in Section 00800, Article 9.8.5, within the time stated therein.
- .6 fails to meet any deadline required by the Contract. Contractor acknowledges that time is of the essence of this Contract and that all deadlines required by the Contract are critical to timely completion of the Contract. Therefore, Contractor agrees that its failure to meet any deadline constitutes a substantial and material breach of this Contract, entitling the Owner to terminate the Contract.

- 14.2.2 Delete the word "certification" in the first sentence and insert the word "advice" and delete the phrase "Initial Decision Maker" and insert the word "Architect".

- 14.2.4 Delete the phrase "Initial Decision Maker" and insert the word "Architect".

- 14.2.5 Add the following Article 14.2.5:

If the Owner terminates the Contract for cause, and it is determined for any reason that the Contractor was not actually in default under the Contract at the time of termination, the Contractor shall be entitled to recover from the Owner the same amount as the

Contractor would be entitled to receive under a termination for convenience as provided by Article 14.4. The foregoing shall constitute the Contractor's sole and exclusive remedy for termination of the Contract. In no event shall the Contractor be entitled to special, consequential, or exemplary damages, nor shall the Contractor be entitled to anticipated profits resulting from termination of this Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.3 Delete from the last line of Article 14.4.3 the phrase "along with reasonable overhead and profit on the Work not executed" and add after the end of that sentence: "The Contractor shall not be entitled to receive any payment for either overhead or profit on work not performed."

ARTICLE 15 - CLAIMS AND DISPUTES

15.1.5 CLAIMS FOR ADDITIONAL TIME

15.1.5.2 Add the following to the end of Article 15.1.5.2:
The Contractor must submit each month with his Application for Payment a separate letter stating that he is requesting an extension of time for abnormal adverse weather or that he has no claim for an extension for that period of time. Payment is not due on the Application for Payment until the letter is received. Complete justification, including weather reports, daily reports, correspondence and any other supporting data must be provided for each day for which a request for time extension is made. A letter or statement that the Contractor was delayed is not as adequate justification. The receipt of this request and data by the Architect will not be considered as Owner or Architect approval of a time extension in any way.

15.1.5.3 Add the following Article 15.1.5.3:

NOTE:

A. This Article governs the procedure for determination of time extensions for abnormally adverse or unusually severe weather. In order for the Owner and Architect to award a time extension under this Article, the following conditions must be satisfied:

- (1) The weather experienced at the Project site during the Contract period must be found to be abnormally adverse or unusually severe, that is, more severe than the adverse weather anticipated for the Project location during any given month.
- (2) The abnormally adverse or unusually severe weather must actually cause a delay to the completion of the Project. The delay must be beyond the control and without the fault or negligence of the Contractor.

B. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the

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Project location and will constitute the base line for monthly weather time evaluations. The Contractor's activity durations in the progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DAYS BASED ON FIVE (5) DAY WORK WEEK.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
NOV	DEC								
(6)	(6)	(5)	(5)	(5)	(5)	(5)	(7)	(4)	(4)
(7)									

- C. Upon acknowledgment of the Notice of Proceed (NTP) and continuing throughout the Contract, the Contractor shall record on the daily report, the occurrence of adverse weather and resultant impact to normally scheduled Work. Actual adverse weather delay days must prevent work on the Project's critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph B, above, the Owner and the Architect will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather workdays, and issue a modification in accordance with the contract.

Or

Time Extension for Weather not Allowed: Add the following in lieu of Article 15.1.5.3:

The Contractor assumes the risk of both normal and abnormally adverse weather and will not be entitled to any time extension or Contract price adjustment for either normal or abnormally adverse weather encountered during construction, notwithstanding any other provision of the Contract to the contrary.

15.1.5.4 Add the following Article 15.1.5.4:

Claims for increase in the Contract Time shall set forth in detail the facts and circumstances which support such Claim, including but not limited to, the cause of such delay, the date such delay began to affect the critical path, the date such delay ceased to affect the critical path and the number of days of additional time requested. The Contractor shall not be entitled to an increase in the Contract Time for delays which did not affect the critical path or to the extent there were concurrent non-excusable delays. The Contractor may be requested to provide additional documentation to substantiate its Claim, including but not limited to, schedules that indicate all activities affected by such delay.

15.2 INITIAL DECISION

15.2.4 Add "within thirty (30) days" to the end of Article 15.2.4.

15.3 MEDIATION

15.3.1 Delete the phrase "shall be subject to mediation as a condition precedent to binding dispute resolution" and insert the phrase "may be subject to mediation upon mutual agreement of the Owner and Contractor".

15.3.2 Delete the word "shall" in the first sentence wherever it appears and insert the word "may".

15.4 ARBITRATION

15.4.1 Delete the word "parties" in the first sentence and insert the word "Owner" and delete the phrase "unless the parties mutually agree" in the first sentence and insert the phrase "unless the Owner chooses".

15.4.4 CONSOLIDATION OR JOINDER

15.4.4 Delete Article 15.4.4 in its entirety and insert the following:

15.4.4.1 The Owner, at its sole discretion, may consolidate any arbitration, if any, conducted under this Agreement with any other arbitration to which it is a party where the Owner determines that the arbitrations to be consolidated substantially involve common questions of law or fact and the Owner, 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.

- END OF SECTION -

SPECIAL CONDITIONS - 00900

1.1 EXAMINATION OF SITE

- A. BIDDERS are requested to visit the site, compare the drawings and specifications with any work in place and inform themselves of all conditions, including other work, if any, being performed. Failure to visit site will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that may be required to complete work in accordance with drawings and specifications without additional cost to the Owner.

1.2 DISCREPANCIES

- A. Should you find, during examination of contract drawings, and specifications, or after visit to premises, any discrepancies, omissions, ambiguities, or conflicts in or among contract documents, or to be in doubt as to their meaning, bring question to Owner's attention not later than 4 days before proposal due dates. The Owner will review question and, where information is clearly indicated or specified will issue a clarifying bulletin which will become part of contract.

1.3 USE OF PREMISES

- A. Arrange, maintain materials in orderly manner with use of walks, drives, entrances unencumbered.
- B. Provide, maintain on premises where directed, watertight storage shed, or sheds, for storage of materials which may be damaged by weather. Provide such sheds with wood floors, raised above ground.
- C. Allot space to subcontractor for storage of their materials.
- D. Confine storage of materials to spaces designated.
- E. Should it be necessary any time to move materials, sheds, storage platforms, move same as and when directed, without extra costs to Owner.
- F. Store materials affected by moisture, on platform protected from weather.

1.4 PROTECTION OF WORK AND PROPERTY

- A. Protect trees, shrubs, lawns, landscape work from damage; provide guards, covering. Repair or replace damaged work without extra cost to Owner.
- B. Protect streets, sidewalks; make necessary repairs without cost to Owner.
- C. Protect private roads, walks; maintain them during course of work; repair damages to same without extra cost to Owner.
- D. Always protect excavation, trenches, building, from damage from rainwater, spring water, ground water, backing up of drains or sewers, other water, provide pumps, equipment, enclosures, to provide this protection.

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- E. Provide constant protection against rain, wind, storms, frost or heat so as to maintain work, materials, apparatus, fixtures, free from injury or damage. At end of day's work, cover work likely to be damaged.
- F. Remove work damaged by failure to provide protection, replace with new work without extra cost to Owner.

1.5 MATERIALS

- A. Unless otherwise specifically provided for in the Technical Specifications all equipment, materials and articles used throughout the work of the building construction shall be new, of the best quality and up to standard grades specified and also strength. Defects will not be permissible.
- B. All finish materials shall show a neat appearance, all surfaces free of defects and entirely satisfactory to Architect.

1.6 FORBIDDING USE OF FOREIGN STEEL

- A. The Owner will not accept Structural Steel, Reinforcing Steel, Steel Pipe or Tubing, Wrought Iron Pipe or Cast or Malleable Iron Pipe Fittings for use in this project other than manufactured in the United States.

1.7 WORKMANSHIP

- A. All contractors shall employ expert artisans skilled in their respective trades to produce first class workmanship in every respect.
- B. All finish surfaces, lines, etc., shall be plumb, straight, level and square to give a neat appearance. Same shall be up to the best standard practice meeting the approval of the Architect.
- C. All framing shall be neatly and substantially done and well braced to withstand any stresses caused by standard conditions.
- D. All pipe work exposed to view shall be run straight, plumb and square.

1.8 COOPERATION

- A. Contractor and subcontractor shall coordinate their work with adjacent work and cooperate with other trades so as to facilitate general progress of work. Each trade shall afford other trades every reasonable opportunity for installation of their work and for storage of their materials.
- B. In as much as building completion within time limit is dependent upon cooperation of those engaged therein, it is required that each contractor lay out and install his work at time and manner not to delay or interfere with carrying forward other contractor's work.

1.9 SCHEDULE AND VALUES - PAYMENT TO CONTRACTOR

- A. Submitted on AIA Form G-702, Requests for Payment made monthly, itemized on AIA G-703, "Application for Payment" in same subdivision as above required "Unit Schedule", shall request payment for work done, for material suitably stored at site up to twenty-fifth (25th) day of month. Each request for payment; for cost of work done, value of material suitably stored at site since time of last previous request for payment. Architect shall certify payment of ninety percent (95%) of value of work, materials as noted above according to his best judgment thru the 50% mark. Two and one half percent (2.5%) of total contract sum; retained until after completion, final acceptance of job by Owner and Architect.

1.10 AS BUILT DRAWINGS

- A. As work progresses, record on two sets of drawings with all changes and deviations from the contract drawings in sizes, lines or grade. Transfer accurately all such records in drawing ink to white prints of the contract drawings and deliver same to the owner.

1.11 PROJECT SIGN BOARD

- A. See required signage sample in Section 00802, page 10.

1.12 PROJECT RECORDS

- A. The General Contractor shall keep at the job site, in a neat and clean manner, a file containing approved copies of all shop drawings, brochures, change orders, field order, addenda, laboratory test reports, and other documents required by the specifications to be submitted by the contractor for approval.
- B. The General Contractor shall maintain at the job site a complete set of contract documents, protected from the elements and kept clean and permanent. These documents shall be marked clearly "Project Record Copy".
- C. The project record copy of documents shall be marked up as work proceeds to reflect the following:
 - 1. Significant changes made during the construction.
 - 2. The location of underground utilities and appurtenances referenced to permanent surface improvements.
 - 3. The location of internal utilities and appurtenances concealed in building structures and under slabs.
- D. Keep project records current. Do not cover up work until the required information has been recorded.
- E. Mark up documents neatly using colored pencils and a straight edge.
- F. Submit project record to the Architect before requesting final payment.

1.13 TEMPORARY FACILITIES

- A. This work includes temporary facilities, utilities, and other related items necessary to complete project indicated by contract documents unless specifically excluded.
1. OFFICE
 - a. Provide a minimum of one (1) field office at least nine feet by twenty feet or as necessary for use of job personnel and Architect.
 - b. Locate office as directed. Provide means for locking office when work is not in progress. Inform Architect in writing of the name, address and telephone number of person who will have keys to office at all times.
 - c. Provide lights, heat and ventilation to permit comfortable use of office.
 - d. Portable office or trailer meeting these requirements will be acceptable.
 2. TOILETS
 - a. Provide and maintain adequate temporary outside toilet facilities for use of persons working at site. Locate as directed.
 - b. Keep toilets clean and in sanitary condition. Provide toilet tissue in suitable holder. Use of owner facilities are not allowed.
 - c. Construct toilet facilities to provide natural light and ventilation or provide artificial light and mechanical ventilation.
 - d. Comply with applicable legal and health requirements.
 - e. Remove temporary toilets when suitable facilities are available within the building or when construction is completed.
 3. TELEPHONE
 - a. Provide and pay for telephone, within the office, for use of persons working on the site. Limit use to business calls.
 - b. List telephone, with information operator, in the name of the project and in the name of the contractor.
 4. REMOVAL
 - a. Remove temporary work when need for its use has passed.
 - b. Clean spaces that were occupied by temporary work; remove debris and rubbish from site on a daily basis.
 5. ELECTRICITY
 - a. Contractor will provide electricity for temporary lighting and power during construction. Contractor will be responsible to coordinate this implementation and use.

END OF SECTION

SECTION 01010 - SUMMARY OF THE WORK

1.1 RELATED DOCUMENTS

- A. The general provisions of the contract, including General and Supplementary Conditions and other general requirements sections, apply to the work specified in this section

1.2 PROJECT/WORK IDENTIFICATION

This Project is for the Police Athletic League Reroof at 204 Douglas Street, in Tupelo, Mississippi. This Project will consist of removing the existing single ply roof and various roof penetrations that have been abandoned and capped. Installation of 2 (two) new roof drains on the upper gym roof, and installation of a new single ply membrane roof and all associated materials

1.3 SUMMARY BY REFERENCE

- A. The work can be summarized by reference to the requirements of the various contract documents, which in turn make reference to the requirements of other applicable provisions which control or influence the work, and these referenced can be summarized but are not necessarily limited to the following:
 - 1. The executed Owner/Contractor Agreement
 - 2. The General and Supplementary Conditions & Miscellaneous Documents
 - 3. The Drawings
 - 4. The Specifications Sections
 - 5. The addenda and modifications to the contract documents which have been either bound herewith or distributed by transmittal subsequent to the binding hereof.

1.4 SUMMARY OF THE WORK

- A. The work shall consist of furnishing all materials, labor, and related fees to remove the existing roofing material and abandoned roof penetrations, install new single ply roof and all associated materials, and install 2 new roof drawings, along with other related work shown on the drawing and specified herein.
- B. Unless otherwise specified, the contractor shall supply all labor, transportation, materials, apparatus, fuel, energy, light, scaffolding, and tools necessary for the entire, proper and substantial completion of the work shown on the drawings and described in the specifications. They shall install, maintain, and provide all construction equipment and auxiliary devices, and shall be responsible for the safe, proper and lawful maintenance and use of same and shall construct, in the best and most work-manlike manner, a complete job and everything properly incidental thereto, as shown on the plans, stated in the specifications or reasonably implied there-from, all in accordance with the contract documents.
- C. Acknowledgement of a Liquidated Damages clause for **\$150.00** per calendar day for late completion.

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D. Contractor will complete work within 120 Calendar days.

END OF SECTION

SECTION 01150 - SCHEDULES, REPORTS, & PAYMNETS

1.1 RELATED DOCUMENTS

- A. The general provisions of the contract, including General and Supplementary Conditions and other general requirements sections, apply to the work specified in this section.

1.2 PAYMENT REQUESTS

- A. General: Except as otherwise indicated in the contract documents, comply with the procedures and requirements of the General Conditions. Refer to Supplementary Conditions for requirements concerning "retainage" by Owner on payment. Except as otherwise indicated, sequence of progress payments is to be regular, and each must be consistent with previous applications and payments.

1.3 PAYMENT APPLICATION FORMS

- A. AIA Document G702 and Continuation Sheets; available from Publications Distribution Div., The American Institute of Architects, 1735 New York Ave., N. W., Washington, DC, 20006. (Also available at most local AIA Chapter Offices)

1.4 APPLICATION PREPARATION

- A. Except as otherwise indicated, complete every entry provided for on the form, including the notarization and execution by authorized persons. Incomplete applications will be returned by the Architect/Engineer without action. Entries must match current data of both the schedule of values and progress schedule and report. Listing must include amounts of change orders issued prior to the first day of the "period of construction" of the application. Submit four copies of each payment request submittal.

1.5 CONSTRUCTION SCHEDULE AND PROGRESS REPORTS

- A. At the pre-construction conference, the Contractor shall submit a schedule of construction. The construction schedule may be in the form of a bar chart or C.P.M. (critical path method) network. The schedule along with a progress report shall be updated and submitted to the Architect monthly along with the Contractors request for payment.

1.6 SCHEDULE OF VALUES AND LIST OF SUBCONTRACTORS AND MATERIAL SUPPLIERS

- A. The Contractor shall submit a schedule of values to the Architect at the preconstruction conference. The schedule of values shall be submitted along with the Contractors request for payment in an updated form to reflect amounts to be paid to the Contractor under each division heading.

END OF SECTION

SECTION 01210 - ADMINISTRATION & SUPERVISION

1.1 RELATED DOCUMENTS

- A. The general provisions of the contract, including General and Supplementary Conditions and other general requirements sections, apply to the work specified in this section

1.2 DESCRIPTION OF REQUIREMENTS

- A. Definitions: The Contractor's administrative and supervisory responsibilities extend to every activity involved in the performance of the work and are not listed to the specified requirements of this section.

1.3 MEETINGS & COMMUNICATIONS

- A. Pre-Construction Conference: After notification that the contract has been executed the Architect shall arrange with the Owner, User Agency and Contractor and conduct a pre-construction conference - time and location to be selected.
 - 1. The Contractor shall be responsible to see that his sub-contractors are in attendance and shall furnish to the Architect and Owner:
 - a. The Schedules of Values
 - b. List of subcontractors and material suppliers
 - c. The Construction Schedule
 - 2. Suggested Agenda:
 - a. Distribution and discussion of list of major sub-contractors and suppliers, projected construction schedules.
 - b. Critical work sequencing
 - c. Major equipment deliveries and priorities
 - d. Project coordination and designation of responsible personnel.
 - e. Procedures and processing of field decisions. Proposal Requests, Submittals, Change Orders, Applications for Payment.
 - f. Adequacy of distribution of Contract Documents
 - g. Procedures for maintaining Record Documents.
 - h. Use of premises: office, work and storage areas.
 - i. Construction facilities, controls, and construction aids.
 - j. Temporary utilities
 - k. Security procedures
 - l. Housekeeping procedures

SECTION 01290 – PAYMENT 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. This Section specifies administrative and procedural requirements Necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 1 Section “Contract Change Orders” for administrative procedures for handling changes to the Contract.
 - 2. Division 1 Section “Construction Progress Documentation” for administrative requirements governing preparation and submittal of Contractor’s Construction Schedule and Submittals Schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with Preparation of Contractor’s Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
 - 3. Sub schedules: Where the Work is separated into phases Requiring separately phased payments, provide sub schedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for Schedule of Values. Provide at least one item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.

- c. Architect's project number.
- d. Contractor's name and address.
- e. Date of Submittal.
2. Arrange the Schedule of Values to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Dollar value.
 - 1) Percentage of the Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.
6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is Indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

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- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit PDF digitally signed and notarized Application for Payment to Architect by email. Include waivers of lien, receipts of stored material, and similar attachments, if required.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. List of subcontractors.
 - 2. Schedule of Values.
 - 3. Contractor's Construction Schedule (preliminary if not final).
 - 4. List of Contractor's staff assignments.
 - 5. Copies of building permits.
 - 6. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 - 7. Initial progress report.
 - 8. Report of preconstruction conference.
 - 9. Certificates of insurance and insurance policies.
 - 10. Performance and payment bonds.
 - 11. Data needed to acquire Owner's insurance.
 - 12. Initial settlement survey and damage report if required.
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 - 1. Include documentation supporting claim that the Work is Substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: Submit final Application for Payment with Releases and supporting documentation not previously submitted and accepted, including but not limited, to the following:
 - 1. Evidence of completion of Project closeout requirements.
 - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees and similar obligations were paid.

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3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims".
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens".
6. AIA Document G707, "Consent of Surety to Final Payment"
7. Evidence that claims have been settled.
8. Final, liquidated damages settlement statement, if applicable.

END OF SECTION

SECTION 01340 - SUBMITTALS

1.1 RELATED DOCUMENTS

- A. The general provisions of the contract, including General and Supplementary Conditions and other general requirements sections apply to the work specified in this section.

1.2 COORDINATION & SEQUENCING

- A. Coordinate preparation and processing of submittals with performance of the work so that work will not be delayed by submittals. Coordinate and sequence different categories of submittals for the same work, and for interfacing units of work, so that one will not be delayed for coordination with another. No extension of time will be allowed because of failure to properly coordinate and sequence submittals.

1.3 SHOP DRAWINGS

- A. The Contractor shall submit a "letter of use" on all products. That are exactly what was specified by Architect. All other products must be submitted to Architect for "approval" in accordance with standard shop drawing submittal procedures.
- B. Shop Drawings of all fabricated work shall be submitted to the Architect for approval and no work shall be fabricated by the Contractor, save at his own risk, until approval shall have been given.
- C. The Contractor shall submit all shop drawings in four copies, on dates sufficiently in advance of requirements to afford the Architect ample time for checking same, including time for correcting, resubmission and re-checking, if necessary.
- D. All shop drawings submitted must bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. The shop drawings are to be approved by the Architect for design and construction only which shall be according to base plans and specifications unless a change has been made by written order.
- E. The Architect may check dimensions but will not be responsible for correctness of same as to fitting conditions and plans. All dimensions and conditions shall be checked at the job by the contractor.
- F. All shop drawings shall bear the signature of the Architect or his authorized agent.

1.4 SAMPLES

- A. Submit, within 30 days after contract(s) have been let, samples as specified or required. Execute work as per approved sample. Submit names of proposed manufacturers, material men, dealers who are to furnish materials, fixtures, appliances or other fittings for approval as early as possible, to afford proper investigation, checking.

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- B. No manufacturer will be approved for any materials to be furnished under contract unless he is of good reputation, has ample capacity plant, has successfully produced similar products.
- C. Unless otherwise specified, submit samples in duplicate, of adequate size, showing quality, type, color range, finish, texture. Label each sample with material name, quality, and contractor's name, date, project name, other pertinent data.
- D. Do not order materials until receipt of written approval. Furnish materials equipped in every respect to approved samples.

1.5 GENERAL

- A. Any finish surfaces which indicate a pattern for an installed appearance must receive pattern, color (s) and texture submittal in a scale drawn paper layout for approval prior to ordering said material (s).

SECTION 01700 - PROJECT CLOSEOUT

1.1 RELATED DOCUMENTS

- A. The general provisions of the contract, including General and Supplementary Conditions and other general requirements sections, apply to the work specified in this section.

1.2 GENERAL

- A. Project close-out procedure specified herein shall be applicable to each completed phase of the work as described in the Contractor Phasing Plan.

1.3 PREREQUISITES TO SUBSTANTIAL COMPLETION

- A. General: Prior to requesting Architect's/Engineer's inspection for certification of substantial completion, as required by General Conditions (for either work or portions thereof), complete the following and list known exception in request:
 1. In progress payment request coincident with or first following date claimed, show either 100% completion for portion of work claimed as "substantially complete" or list incomplete items, value of incompleteness and reasons for being incomplete. Include supporting documentation for completion.
 2. Advise Owner of pending insurance change-over requirements
 3. Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final certifications, and similar documents.
 4. Obtain and submit releases enabling Owner's full and unrestricted use of the work and access to services and utilities, including (where required) occupancy permits, operating certificates, and similar releases.
 5. Submit record drawings, maintenance manuals, damage or settlement survey, final record information.
 6. Make final change-over on locks and transmit keys to Owner and advise Owner's personnel to change-over in security provisions.
 7. Complete start-up testing of systems, and instructions of Owner's operating/maintenance personnel. Discontinue (or change over) and remove from project site temporary facilities, mock-ups, and similar elements.
 8. Complete final cleaning and touch up requirements.

1.4 INSPECTION PROCEDURES

- A. Upon receipt of Contractor's request, Architect/Engineer will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, Architect/Engineer will either prepare Certificate of Substantial Completion or advise Contractor of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed. Results of completed inspection will form initial "punch list" for final acceptance.

1.5 PREREQUISITES TO FINAL ACCEPTANCE

- A. General: Prior to requesting Architect's/ Engineer's final inspection for certification of final acceptance and final payment as required by General Conditions, complete the following and list known exceptions (if any) in request:
 - 1. Submit final payment request with final release and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 - 2. Submit updated final statement, accounting for additional (final) changes to the Contract Sum.
 - 3. Submit certified copy of Architect's/Engineer's final punch-list of itemized works to be completed or corrected stating that each item has been completed or otherwise resolved or acceptance, endorsed and dated by Architect/Engineer.

1.6 RECORD DRAWINGS

- A. Maintain a white print set (blueline or blackline) of contract drawings and shop drawings in clean, undamaged condition, with mark-up of actual installation which vary substantially from the work as originally shown. Mark whichever drawings is most capable of showing "field" condition fully and accurately' however, where shop drawings are used for mark-up, record a cross-reference at corresponding location on contract drawings. Mark with red erasable pencil and, where feasible, use other colors to distinguish between variation in separate categories of work.
- B. Mark-up new information, which is recognized to be of importance to Owner, but was for some reason not shown on either contract drawings or shop drawings. Give particular attention to concealed work, which would be difficult to measure and record at a later date. Note related change order numbers where applicable. Organize record drawing sheets into management sets, bind with durable paper cover sheets and print suitable titles, dates and other identification on cover of each set. 2 sets of "as built" to Owner.

1.7 FINAL CLEANING

- A. Provide final cleaning of the work, at time indicated, of cleaning each surface or unit of work or normal "clean" condition expected for a first-class building cleaning and maintenance program. Comply with manufacturer's instructions for cleaning operations.
- B. Clean transparent materials, including mirrors and window/door glass, to a polished condition, removing substance which are noticeable as vision/obscuring materials. Replace broken glass.

SECTION 07 54 19 POLYVINYL-CHLORIDE ROOFING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Overlay BUR: Gravel-Surfaced, after removal of existing single ply roof membrane.
- B. PVC thermoplastic membrane attached with mechanical fasteners.
- C. XPS Fan Fold - A, attached with mechanical fasteners.
- D. Prefabricated flashings, corners, parapets, stacks, vents, and related details.
- E. Fasteners, adhesives, and other accessories required for a complete roofing installation.
- F. Traffic Protection.

1.2 REFERENCES

- A. NRCA - The NRCA Roofing and Waterproofing Manual.
- B. ASCE 7 - Minimum Design Loads For Buildings And Other Structures.
- C. UL - Roofing Materials and Systems Directory, Roofing Systems (TGFU.R10128).
- D. ASTM C 1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
- E. ASTM D 751 - Standard Test Methods for Coated Fabrics.
- F. ASTM D 4434 - Standard Specification for Poly(Vinyl Chloride) Sheet Roofing.
- G. ASTM E 108 - Standard Test Methods for Fire Tests of Roof Coverings.
- H. ASTM E 119 - Standard Test Methods for Fire Tests of Building Construction and Materials.

1.3 SYSTEM DESCRIPTION

- A. General: Provide installed roofing membrane and base 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.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.
- C. Physical Properties:
 - 1. Roof product must meet the requirements of Type III PVC sheet roofing as defined by ASTM D 4434 and must meet or exceed the following physical properties.
 - 2. Thickness: 50 mil, nominal, in accordance with ASTM D 751.
 - 3. Thickness Over Scrim: ≥ 28 mil in accordance with ASTM D 751.
 - 4. Breaking Strengths: ≥ 390 lbf. (MD) and ≥ 438 lbf. (XMD) in accordance with ASTM D 751, Grab Method.
 - 5. Elongation at Break: $\geq 31\%$ (MD) and $\geq 31\%$ (XMD) in accordance with ASTM D 751, Grab Method.
 - 6. Heat Aging in accordance with ASTM D 3045: 176 °F for 56 days. No sign of cracking, chipping or crazing. (In accordance with ASTM D 4434).
 - 7. Factory Seam Strength: ≥ 417 lbf. in accordance with ASTM D 751, Grab Method.
 - 8. Tearing Strength: ≥ 132 lbf. (MD) and ≥ 163 lbf. (XMD) in accordance with ASTM D 751, Procedure B.
 - 9. Low Temperature Bend (Flexibility): Pass at -40 °F in accordance with ASTM D 2136.
 - 10. Accelerated Weathering: No cracking, checking, crazing, erosion or chalking after

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5,000 hours in accordance with ASTM G 154.

11. Linear Dimensional Change: $< 0.5\%$ in accordance with ASTM D 1204 at 176 ± 2 °F for 6 hours.
12. Water Absorption: $< 1.7\%$ in accordance with ASTM D 570 at 158 °F for 166 hours.
13. Static Puncture Resistance: ≥ 56 lbs. in accordance with ASTM D 5602.
14. Dynamic Puncture Resistance: ≥ 14.7 ft-lbf. in accordance with ASTM D 5635.

D. Cool Roof Rating Council (CRRC):

1. Membrane must be listed on CRRC website.
 - a. Initial Solar Reflectance: $\geq 88\%$
 - b. Initial Solar Reflective Index (SRI): ≥ 111
 - c. 3-Year Aged Solar Reflectance: $\geq 68\%$
 - d. 3-Year Aged Thermal Emittance: $\geq 84\%$
 - e. 3-Year Aged Solar Reflective Index (SRI): ≥ 82

1.4 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Data sheets on each product to be used, including:
 1. Preparation instructions and recommendations.
 2. Storage and handling requirements and recommendations.
 3. Installation methods.
 4. Maintenance requirements.
- C. Shop Drawings: Indicate insulation pattern, overall membrane layout, field seam locations, joint or termination detail conditions, and location of fasteners.
- D. Verification Samples: For each product specified, two samples, representing actual product, color, and finish.
 1. 4 inch by 6 inch sample of roofing membrane, of color specified.
 2. 4 inch by 6 inch sample of walkway pad.
 3. Termination bar, fascia bar with cover, drip edge and gravel stop if to be used.
 4. Each fastener type to be used for installing membrane, insulation/recover board, termination bar and edge details.
- E. Installer Certification: Certification from the roofing system manufacturer that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
- F. Manufacturer's warranties.

1.5 QUALITY ASSURANCE

- A. Perform work in accordance with manufacturer's installation instructions.
- B. Manufacturer Qualifications: A manufacturer specializing in the production of PVC membranes systems and utilizing a Quality Control Manual during the production of the membrane roofing system that has been approved by and is inspected by Underwriters Laboratories.

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- C. Installer Qualifications: Company specializing in installation of roofing systems similar to those specified in this project and approved by the roofing system manufacturer.
- D. Source Limitations: Obtain components for membrane roofing system from roofing membrane manufacturer.
- E. There shall be no deviations from the roof membrane manufacturer's specifications or the approved shop drawings without the prior written approval of the manufacturer.

1.6 REGULATORY REQUIREMENTS

- A. Conform to applicable code for roof assembly wind uplift and fire hazard requirements.
- B. Fire Exposure: Provide membrane roofing materials with the following fire-test-response characteristics. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
 - 1. Exterior Fire-Test Exposure:
 - a. Class B; ASTM E 108, for application and roof slopes indicated.
 - 2. Fire-Resistance Ratings: Comply with ASTM E 119 for fire-resistance-rated roof assemblies of which roofing system is a part.
 - 3. Conform to applicable code for roof assembly fire hazard requirements.
- C. Wind Uplift:
 - 1. Roofing System Design: Provide a roofing system designed to resist uplift pressures calculated according to the current edition of the *ASCE-7 Specification Minimum Design Loads for Buildings And Other Structures*.

1.7 PRE-INSTALLATION MEETING

- A. Convene meeting not less than one week before starting work of this section.
- B. Review methods and procedures related to roof deck construction and roofing system including, but not limited to, the following.
 - 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 and finalize construction schedule and verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 3. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
 - 4. Review structural loading limitations of roof deck during and after roofing.
 - 5. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
 - 6. Review governing regulations and requirements for insurance and certificates if applicable.
 - 7. Review temporary protection requirements for roofing system during and after installation.
 - 8. Review roof observation and repair procedures after roofing installation.

1.8 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 storing and mixing with other components.
- 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.
- 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. Store roof materials and place equipment in a manner to avoid permanent deflection of deck.
- E. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.9 WARRANTY

- A. Contractor's Warranty: The contractor shall warrant the roof application with respect to workmanship and proper application for two (2) years from the effective date of the warranty issued by the manufacturer.
- B. Manufacturer's Warranty: Must be no-dollar limit type and provide for completion of repairs, replacement of membrane or total replacement of the roofing system at the then-current material and labor prices throughout the life of the warranty. In addition the warranty must meet the following criteria:
 - 1. Warranty Period: 15 years from date issued by the manufacturer.
 - 2. No exclusions for incidental or consequential damages.
 - 3. No exclusion for damage caused by ponding water.
 - 4. Issued direct from and serviced by the roof membrane manufacturer.
 - 5. Transferable for the full term of the warranty.
 - 6. No additional charge for the warranty.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. Approved Manufacturers:
 - 1. Duro-Last Roofing, Inc.
 - 2. Firestone TPO Roofing Systems
 - 3. Carlisle Syntec System TPO Membrane
- G. All roofing system components to be approved by Owner/ Architect.
- H. Substitutions: Approved equals are as follows:
 - 1. Soprema Sentinel® P150 – 60 mil minimum – 30 mils above scrim
 - 2. Siplast® Parasolo PVC – 80 mil minimum – 30 mils above scrim

2.2 ROOFING SYSTEM COMPONENTS

- A. Roofing Membrane: Thermoplastic membrane conforming to ASTM D 4434, type III, fabric-reinforced, PVC, NSF/ANSI 347 Gold or Platinum Certification, and a product-specific third-

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- party verified Environmental Product Declaration. Membrane properties as follows:
1. Thickness:
 - a. 50 mil.
 2. Exposed Face Color:
 - a. White.
 3. Minimum recycle content 7% post-industrial and 0% post-consumer.
 4. Recycled at end of life into resilient flooring or concrete expansion joints.
- B. Accessory Materials: Provide accessory materials supplied by or approved for use by Roofing Manufacturer.
1. Sheet Flashing: Manufacturer's standard reinforced PVC sheet flashing.
 2. Factory Prefabricated Flashings: manufactured using Manufacturer's standard reinforced PVC membrane.
 - a. Stack Flashings.
 - b. Curb Flashings.
 - c. Inside and Outside Corners.
 - d. Drain Boots, Composite Drain Rings (CDR) and Dome Strainers.
 - e. Vinyl Coated Pitch Pans.
 3. Sealants and Adhesives: Compatible with roofing system and supplied by Roofing Manufacturer
 - a. Roofing Manufacturer caulk.
 - b. Strip Mastic.
 - c. Pitch Pocket Filler.
 4. Slip Sheet: Compatible with roofing system and supplied by Roofing Manufacturer.
 5. Fasteners and Plates: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane and insulation to substrate. Supplied by Roofing Manufacturer.
 - a. #14 Heavy Duty Fasteners.
 - b. Zinc Plated Metal Anchors.
 - c. Concrete Nails.
 - d. Auger Fasteners.
 6. PV Anchors
 7. Termination and Edge Details: Supplied by Roofing Manufacturer.
 - a. Termination Bar.
 - b. Kynar Steel Fascia Cover.
 8. Vinyl Coated Metal: Supplied by Roofing Manufacturer. 24 gauge, hot-dipped galvanized, grade 90 metal with a minimum of 17 mil of Roofing Manufacturer membrane laminated to one side.
 9. Two-Way Roof Vents: Supplied by Roofing Manufacturer Roofing, Inc. Install a minimum of 1 vent for each 1,000 ft² (93 m²) of roof area.
- C. Underlayment Board:
1. Roofing Manufacturer Fan Fold - A.
 - a. 3/8 inch thick.
- D. Walkways:
1. Provide non-skid, maintenance-free walkway pads in areas of heavy foot traffic and around mechanical equipment.
 - a. Roofing Manufacturer Walkway Pad.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that the surfaces and site conditions are ready to receive work.
- B. Verify that the deck is supported and secured.
- C. Verify that the deck is clean and smooth, free of depressions, waves, or projections, and properly sloped to drains, valleys, eaves, scuppers or gutters.
- D. Verify that the deck surfaces are dry and free of standing water, ice or snow.
- E. Verify that all roof openings or penetrations through the roof are solidly set.
- F. If substrate preparation is the responsibility of another contractor, notify Architect of unsatisfactory preparation before proceeding.
- G. Prior to re-covering an existing roofing system, conduct an inspection of the roof system accompanied by a representative of the membrane manufacturer or an authorized contractor.
 - 1. Determine required fastener type, length, and spacing.
 - 2. Verify that moisture content of existing roofing is within acceptable limits.
 - 3. Identify damaged areas requiring repair before installation of new roofing.
 - 4. Conduct core cuts as required to verify information required.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Surfaces shall be clean, smooth, free of fins, sharp edges, loose and foreign material, oil, grease, and bitumen.
- D. Re-Roofing Over Existing Single-Ply System:
 - 1. Remove all loose or high fasteners.
 - 2. Membrane contaminated with bitumen must be immediately cleaned. If cleaning does not remove the bitumen, the contaminated membrane must be replaced, or covered with both a slip sheet and new membrane.
 - 3. Blisters, buckles and other surface irregularities must be repaired or removed. If the damage is extensive, an approved rigid board insulation or a cover board must be installed.
 - 4. When the system is smooth or granular-surfaced, any approved slip sheet, insulation or cover board may be used to provide separation of the roof system and new membrane. Roofing Manufacturer fan folds may be used if the surface is pea gravel or crushed stone which is ¼ to 3/8 inch in size and has been leveled and maintained at 4 psf. For larger rock/gravel, utilize an approved rigid insulation or cover board.
 - 5. If rock/gravel surfacing is removed, an approved fan fold, rigid insulation or cover board must be used. If embedded rock/gravel remains that protrudes out of the deck more than ¼ inch, do not use fan fold board. Instead, use an approved cover board or rigid insulation.
 - 6. When installing polystyrene insulation over coal tar pitch or asphalt-based roof systems, a slip sheet must be used between the insulation and existing roof.

3.3 INSTALLATION

- A. Install insulation in accordance with the roof manufacturer's requirements.
- B. Separation Board: Roofing Manufacturer Fan Fold - A.
 - 1. Use only fasteners, stress plates and fastening patterns accepted for use by the roof manufacturer. Fastening patterns must meet applicable design requirements.
 - a. Install fasteners in accordance with the roof manufacturer's requirements. Fasteners that are improperly installed must be replaced or corrected.
 - b. Attach boards in parallel courses with end joints staggered 50% and adjacent boards butted together with no gaps greater than ¼ inch.
- C. Roof Membrane: 50 mil, Roofing Manufacturer thermoplastic membrane.
 - 1. Use only fasteners, stress plates and fastening patterns accepted for use by the roof manufacturer. Fastening patterns must meet the applicable design requirements.
 - 2. Install fasteners in accordance with the roof manufacturer's requirements. Fasteners that are improperly installed shall be replaced or corrected.
 - 3. Mechanically fasten membrane to the structural deck utilizing fasteners and fastening patterns that in accordance with the roof manufacturer's requirements.
 - 4. Cut membrane to fit neatly around all penetrations and roof projections.
 - 5. Unroll roofing membrane and positioned with a minimum 6 inch overlap.
- D. Seaming:
 - 1. Weld overlapping sheets together using hot air. Minimum weld width is 1-1/2 inches.
 - 2. Check field welded seams for continuity and integrity and repair all imperfections by the end of each work day.
- E. Membrane Termination/Securement: All membrane terminations shall be completed in accordance with the membrane manufacturer's requirements.
 - 1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.
 - 2. Provide securement at any angle change where the slope or combined slopes exceeds two inches in one horizontal foot.
- F. Flashings: Complete all flashings and terminations as indicated on the drawings and in accordance with the membrane manufacturer's requirements.
 - 1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.
 - a. Do not apply flashing over existing thru-wall flashings or weep holes.
 - b. Secure flashing on a vertical surface before the seam between the flashing and the main roof sheet is completed.
 - c. Extend flashing membrane a minimum of 6 inches (152 mm) onto the main roof sheet beyond the mechanical securement.
 - d. Use care to ensure that the flashing does not bridge locations where there is a change in direction (e.g. where the parapet meets the roof deck).
 - 2. Penetrations:
 - a. Flash all pipes, supports, soil stacks, cold vents, and other penetrations passing through the roofing membrane as indicated on the Drawings and in accordance

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- with the membrane manufacturer's requirements.
 - b. Utilize custom prefabricated flashings supplied by the membrane manufacturer.
 - c. Existing Flashings: Remove when necessary to allow new flashing to terminate directly to the penetration.
 - 3. Pipe Clusters and Unusual Shapes:
 - a. Clusters of pipes or other penetrations which cannot be sealed with prefabricated membrane flashings shall be sealed by surrounding them with a prefabricated vinyl-coated metal pitch pan and sealant supplied by the membrane manufacturer.
 - b. Vinyl-coated metal pitch pans shall be installed, flashed and filled with sealant in accordance with the membrane manufacturer's requirements.
 - c. Pitch pans shall not be used where prefabricated or field fabricated flashings are possible.
- G. Roof Drains:
 - 1. Coordinate installation of roof drains and vents specified in Section 15146 - Plumbing Specialties.
 - 2. Remove existing flashing and asphalt at existing drains in preparation for sealant and membrane.
 - 3. Provide a smooth clean surface on the mating surface between the clamping ring and the drain base.
- H. Edge Details:
 - 1. Provide edge details as indicated on the Drawings. Install in accordance with the membrane manufacturer's requirements.
 - 2. Join individual sections in accordance with the membrane manufacturer's requirements.
 - 3. Coordinate installation of metal flashing and counter flashing specified in Section 07620.
 - 4. Manufactured Roof Specialties: Coordinate installation of copings, counter flashing systems, gutters, downspouts, and roof expansion assemblies specified in Section 07710.
- I. Walkways:
 - 1. Install walkways in accordance with the membrane manufacturer's requirements.
 - 2. Provide walkways where indicated on the Drawings.
 - 3. Install walkway pads at roof hatches, access doors, rooftop ladders and all other traffic concentration points regardless of traffic frequency. Provided in areas receiving regular traffic to service rooftop units or where a passageway over the surface is required.
 - 4. Do not install walkways over flashings or field seams until manufacturer's warranty inspection has been completed.
- J. Water cut-offs:
 - 1. Provide water cut-offs on a daily basis at the completion of work and at the onset of inclement weather.
 - 2. Provide water cut-offs to ensure that water does not flow beneath the completed sections of the new roofing system.
 - 3. Remove water cut-offs prior to the resumption of work.
 - 4. The integrity of the water cut-off is the sole responsibility of the roofing contractor.
 - 5. Any membrane contaminated by the cut-off material shall be cleaned or removed.

3.4 FIELD QUALITY CONTROL

- A. The membrane manufacturer's representative shall provide a comprehensive final inspection after completion of the roof system. All application errors shall be addressed and final punch list completed.

3.5 PROTECTION

- A. Protect installed roofing products from construction operations until completion of project.
- B. Where traffic is anticipated over completed roofing membrane, protect from damage using durable materials that are compatible with membrane.
- C. Repair or replace damaged products after work is completed.

****END OF SECTION****