

Approved  
State of Idaho  
Division of Building Safety  
PA#: B02302-00013  
Date: 02/27/23  
These documents are approved contingent on the compliance with the mark-ups and notes applied.  
This approval shall not be construed to be an approval of the project from Idaho's adopted codes, standards, laws or rules applicable to this project.  
This is not a building permit

# PROJECT MANUAL & DETAILS

## DPW PROJECT #23621

# ISHS: Roof Overlay, SF/JCE Old Pen

February 2023

CONSTRUCTION APPROVAL BY RESPONSIBLE CHIEF OFFICER OF INSTITUTION OR AGENCY	
(IDAHO CODE 67-5710)	
This is to indicate that I or my delegated staff have reviewed the final plans and specifications for: 2023621 ISHS: Roof Overlay, SF/JCE Old Pen	
DPW Project No.	2023621
This project incorporates the required program elements within the funding limitations authorized, and authorize the Division of Public Works to proceed with bidding of the project. If acceptable bids are received, I will approve awarding a contract and construction of the facilities in accordance with the plans and specifications.	
Agency:	ISHS
Agency Signature Authority:	Janet Gallimore
⚠ Please Save before taking approval action.	
Approval	<input checked="" type="checkbox"/> Approved
Due: 24-Feb-2023	

**Owner:**

**Division of Public Works  
502 N. 4<sup>th</sup> Street  
Boise, Idaho 83702**

**Architects:**

**HSA HUTCHISON  
SMITH  
ARCHITECTS  
270 N. 27<sup>th</sup> St., Suite 200  
Boise, ID 83702**

HSA #22.150

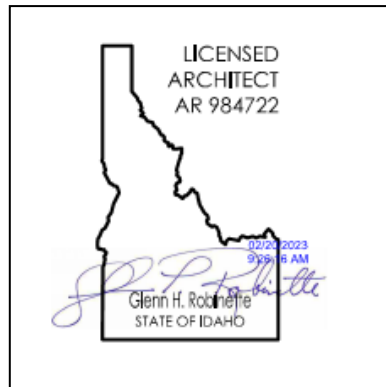
# PROJECT MANUAL & DETAILS

## DPW # 23621 ISHS: Roof Overlay, SF/JCE Old Pen

DATE: February 2023

### ARCHITECT

Hutchison Smith Architects  
270 N. 27<sup>th</sup> St., Ste. 200  
Boise, ID 83702  
Tel: (208) 338-1212



HSA #22.150

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## ADVERTISEMENT FOR BIDS

Sealed proposals will be received by the Division of Public Works, State of Idaho, at **502 N. 4th St., PO Box 83720, Boise, Idaho 83720-0072** until **2:00 p.m.** local time, on **Thursday, April 20, 2023** for **DPW Project 23621 Roof Overlay, SF/JCE Old Pen, Idaho State Historical Society, Boise, Idaho.**

A description of the work of this project can be summarized to include:

- **Roof Area “ A, B & C ” (Base Bid):** Remove areas of blisters in existing B.U.R. and patch to match. Install new roofing system as follows: Fully adhered 80 mil single ply roofing membrane over mechanically attached ¼” Dens deck. Install new membrane wall flashing where occurs with new 24 Ga prefinished metal coping and two piece reglets where occurs. Temporarily remove and reinstall existing gutters and downspouts. Install new gutters and downspouts to match where indicated on drawings. New fascia board with prefinished metal. Patch and repair soffit as required, per drawings.
- **(Bid Alternate No.1):** Existing crown molding under soffit to be removed and salvaged for reinstallation. Demo and dispose of existing soffit. Provide new fiber-cement soffit and trim, paint, color to match existing. Reinstall crown molding and paint.
- **(Bid Alternate No. 2):** Resecure existing corner trim and lap siding as required at existing cupolas. Finish siding and corner trim with raw linseed oil. No work to existing windows.

Proposals will be opened and publicly read at the above hour and date.

Plans, specifications, proposal forms and other information are on file for examination at the following locations:

State of Idaho Division of Public Works, 502 N. 4th St., Boise, ID 83702 (208) 332-1900  
Associated General Contractors, 1649 W Shoreline Dr., Ste. 100, Boise, ID 83702 (208) 344-2531 <https://www.idahoagc.org/plan-room>  
Blueprint Specialties, 6205 W. Overland Rd., Boise, ID 83709 (208) 377-0294  
[www.docuproject.com](http://www.docuproject.com) Hutchison Smith Architects, 270 N. 27th Street, Suite A, Boise, ID 83702 (208) 338-1212 <https://www.hsaarchitects.com/projects-currently-bidding/>

There will be a Pre-Bid Conference on **Tuesday, April 4, 2023**, beginning at **10:30 a.m.**, prevailing local time, at the **Old Idaho Penitentiary, 2445 Old Penitentiary Road, Boise, Idaho.** Bidders are encouraged to attend.

One set of documents may be obtained by licensed general contractors and by licensed mechanical and electrical subcontractors from the Architect for a refundable deposit of **\$100.00**. Others may obtain documents at cost, non-refundable.

A bid bond in the amount of 5% of the total bid amount, including any add alternates, is required. A Public Works Contractor's License for the State of Idaho is required to bid on this work.

Estimated Cost: **\$265,421**

Barry J. Miller, Deputy Administrator, Division of Public Works

END OF ADVERTISEMENT  
FOR BID

# **INSTRUCTIONS TO BIDDERS**

## **GENERAL PROVISIONS**

**DEFINITIONS:** Capitalized terms used in these Instructions to Bidders (“Instructions”) shall have the meaning given to them in the Division of Public Works’ Fixed Price Construction Contract Between Owner and Contractor.

**HEADINGS:** Headings used in these Instructions are for convenience only.

**REJECTION OF BIDS, WAIVER OF INFORMALITIES OR CANCELLATION:** Prior to the effective date of a contract, the Administrator of the Division of Public Works shall have the right to accept or reject all bids, to waive any minor deviations/informalities or to cancel the bid.

**ORAL INFORMATION:** Questions concerning a bid must be directed in writing to the designated Design Professional (architect or engineer) no less than ten (10) calendar days before bids are due unless provided otherwise via an addendum. Oral information is not binding and any reliance by a bidder on any oral information or representation is at the bidder’s sole risk. Any information given a prospective bidder in response to a written question will be provided to all prospective bidders by an addendum, if such information is necessary for purposes of submitting a bid or if failure to give such information would be prejudicial to uninformed bidders.

**PUBLIC RECORDS:** The Idaho Public Records Law, Title 74, Chapter 1, Idaho Code, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used or retained by a State or local agency regardless of the physical form or character. Unless exempted by the Public Records Law, your bid will be a public record subject to disclosure under the Public Records Law. Any questions regarding the applicability of the Public Records Law should be addressed to your legal counsel prior to submission.

**FORM OF AGREEMENT:** Unless otherwise specified in the bid documents, the agreement between the successful bidder and the Owner (“State of Idaho”) shall be the Division of Public Works’ Fixed Price Construction Contract Between Owner and Contractor.

**PERFORMANCE AND PAYMENT BONDS:** A performance bond and payment bond are required for this Project, each in an amount of not less than one hundred percent (100%) of the Contract Price. The performance and payment bonds shall be AIA Document A312, 1984 or the most recent Edition, or a standard surety form certified approved to be the same as the AIA A312 form and shall be executed by a surety or sureties reasonably acceptable to the Owner and authorized to do business in the State of Idaho. Bonds must be provided within ten (10) calendar days following receipt of a Notice of Intent to Award.

## **BID SUBMISSION PROCESS**

**BID DOCUMENTS:** The bid documents are available from the Design Professional or as provided in the Invitation to Bid or advertisement for bids. The responsibility is on the bidder to use a complete set

of bid documents to prepare its bid and neither the Owner nor the Design Professional shall incur any liability for the bidder's failure to do so. Bidders obtain no ownership interest or any use rights, except to use in preparation of their bid, by issuance of the bid documents.

Bidders and Sub-bidders shall field verify all dimensions pertaining to the Work and shall be responsible for the determination of all quantities of materials required for the completion of the Work. The bidder shall not rely on the scale drawings of the Bidding Documents in his determination of required materials quantities. No allowance shall be made for Bidder's failure to field-verify dimensions.

If a deposit is required, the deposit will be returned to a bidder returning the complete bid documents in good condition no more than twenty (20) days after a Notice of Intent is issued and the amount of any deposit returned may be reduced if the bid documents returned are not complete or are damaged. A bidder awarded a Contract may also keep the bid documents and any deposit will be returned.

**ADDENDA:** In the event it becomes necessary to revise any part of the bid documents, addenda will be issued. Information given to one bidder will be available to all other bidders if such information is necessary for purposes of submitting a bid or if failure to give such information would be prejudicial to uninformed bidders. It is the bidder's responsibility to check for addenda prior to submitting a bid. A bidder is required to acknowledge receipt of all addenda by identifying the addenda numbers in the space provided on the bid proposal form. Failure to do so may result in the bid being declared non-responsive. No addenda will be issued less than four (4) calendar days before the closing date unless the bid closing date is extended.

**REVIEW:** It is the bidder's responsibility to review the bid documents and compare them as needed, including with regard to any other work that is or may be under construction that might affect the bidder or its work, to examine the site and local conditions and to report, in writing, any questions, errors, inconsistencies or ambiguities to the Design Professional.

All manufacturers of roofing systems, including those specifically named or listed as "approved" in the specifications, as well as those not specifically named or listed as "approved" shall submit to the Architect a fully executed MANUFACTURER'S CERTIFICATION from the manufacturer's authorized representative certifying that the manufacturer's representative has received the bidding documents for the project, that required guarantees can and will be issued for the specific installation, and that all specifications and detail as written and as shown are appropriate or that alternate specifications and/or details enclosed with the signed statement must be used, noting all exceptions, and listing approved applicators. THIS COMPLETED FORM SHALL BE RECEIVED BY THE ARCHITECT NO LATER THAN SEVEN (7) DAYS PRIOR TO THE DATE FOR RECEIPT OF BIDS.

THE MANUFACTURER'S CERTIFICATION FORM included in the Project Manual following these Instructions to Bidders shall be used for this purpose. Additional copies of this form may be obtained from the Architect.

The Roofing Manufacturer shall include all information required to complete the form.

**PRODUCTS SPECIFIED AND PROPOSED SUBSTITUTIONS:** Materials, products or equipment, if specified by name or manufacturer, establish the standard of quality required and that must be met by any proposed substitution. Requests for substitutions must be made in writing to the Design Professional no less than ten (10) calendar days prior to the bid closing unless provided otherwise via

an addendum. Such requests must provide detailed information to allow the Design Professional to determine if the proposed substitution is acceptable, including drawings or performance or test data and a detailed statement of how the substitution would change any other part of the Work. It is the bidder's obligation to satisfy this requirement and the Design Professional's decision shall be final. To be allowed, substitutions must be approved in an addendum to the bid documents.

All requests for approval of roofing materials not specifically named or listed as "approved" in the specifications shall be accompanied by a fully executed ROOFING MATERIALS SUBSTITUTION REQUEST FORM from the manufacturer. THIS COMPLETED FORM SHALL BE RECEIVED BY THE ARCHITECT NO LATER THAN TEN (10) DAYS PRIOR TO THE DATE FOR RECEIPT OF BIDS.

The ROOFING MATERIALS SUBSTITUTION REQUEST FORM included in the Project Manual following these Instructions to Bidders shall be used for this purpose. Additional copies of this FORM may be obtained from the Architect.

**BID FORM:** Bids must be submitted on the bid proposal forms, or copies of forms, furnished by the Owner or the design professional. Bids submitted must contain all original signatures in ink on the following forms:

Bid Proposal Form  
Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace  
Bidder's Acknowledgment Statement  
Bid Bond (bid security)

The person signing the Bid Proposal Form must initial any and all changes appearing on any of the bid forms. If the bidder is a corporation or other legal entity, the bid forms must be signed by an authorized designee. Oral, telephonic, telegraphic, facsimile or other electronically transmitted bid forms and/or signatures will not be considered.

**BID PRICES:** The bid form may require bidders to submit bid prices for one (1) or more items on various bases, including lump sum base bid, lump sum bid alternate prices, unit prices or any combination thereof. Bid amounts shall be expressed in words and numbers. The amount in words shall prevail if there is a discrepancy.

**ALTERNATES:** If the solicitation includes alternate bid items or unit prices, failure to bid on the alternates or unit prices may disqualify the bid. If bidding on an alternate does not change the base bid, indicate by "No Change." If bidding on all items is not required by the Contract Documents, bidders must affirmatively indicate that they are not bidding on those items.

**TIME FOR SUBMISSION:** Bids must be submitted on or before the time specified in the advertisement for bids. Any bid submitted late will be rejected.

**SEALED ENVELOPE:** Bids shall be submitted in a sealed envelope with the following clearly printed on the outside of the envelope: the Project number and Project name; the name and address of the bidder; and a statement, such as "BID ENCLOSED" to indicate that it is a bid.



**MAILED BIDS:** When bids are mailed or shipped, the sealed envelope containing the bid shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. If mailed, the mailing envelope shall be addressed as follows:

Division of Public Works  
502 N. 4<sup>th</sup> Street  
P. O. Box 83720  
Boise, Idaho 83720-0072

It is the bidder's responsibility to ensure that its bid is delivered to the place designated for receipt on or before the specified closing time. The Owner assumes no responsibility for delays in the delivery of mail by the U.S. Post Office or private couriers. Bidders should be advised the intra-state mail system may increase delivery time from arrival at Central Postal to the place designated for receipt and should plan accordingly. **LATE SUBMISSIONS WILL BE REJECTED, WILL NOT BE OPENED AND WILL BE RETURNED TO THE BIDDER. NO DEVIATIONS WILL BE ALLOWED.**

**BID CLOSING DECLARED:** Immediately prior to the bid opening, the Owner's representative will declare the official bid closing. Any part of a bid not received prior to the bid closing declared by the designated representative will not be considered and will be returned to the bidder unopened. All bids shall be taken under advisement.

**DRUG-FREE WORKPLACE:** Along with its bid, the bidder shall submit an affidavit certifying compliance with Title 72, Chapter 17, Idaho Code, requiring the Contractor and its subcontractors at the time of bid to provide a drug-free workplace program and to maintain such program throughout the duration of the Contract. The form of affidavit is attached.

**ILLEGAL ALIENS:** Bidder shall warrant that the bidder does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; bidder shall take steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties and/or termination of any Contract resulting from this bid.

**LEGAL RESIDENCY REQUIREMENT:** By submitting a bid, the bidder attests, under penalty of perjury, that he (the bidder) is a United States citizen or legal permanent resident or that it is otherwise lawfully present in the United States pursuant to federal law. Prior to being issued a contract, the bidder will be required to submit proof of lawful presence in the United States in accordance with §67-7903, Idaho Code.

**BIDDER'S ACKNOWLEDGEMENT STATEMENT:** The attached Bidder's Acknowledgement Statement must be completed and included or the bid may be found non-responsive.

**PUBLIC WORKS CONTRACTOR'S LICENSE:** This Project is not financed in whole or in part by federal funds. Bids will be accepted from those Contractors only (prime contractors, subcontractors

and/or specialty contractors) who, prior to the bid opening, hold current licenses as public works contractors in the State of Idaho.

**IDAHO LABOR REQUIREMENTS:** This Project is subject to the provisions of Sections 44-1001 and 44-1002, Idaho Code, dealing with labor preference.

**IDAHO PREFERENCE LAW:** Section 67-2348, Idaho Code, requires the Division of Public Works to apply a preference in determining which Contractor submitted the lowest responsible bid. If the Contractor who submitted the lowest dollar bid is domiciled in a state with a preference law that penalizes Idaho domiciled contractors, the Division of Public Works must apply the preference law (percentage amount) of that domiciliary state to that Contractor's bid.

## **BID SECURITY**

**AMOUNT AND FORM OF SECURITY:** To be considered, bids must be accompanied by an acceptable bid security in an amount not less than five percent (5%) of the total amount of the bid, including additive alternates. The security may be in the form of a bond or a certified or cashier's check. A standard surety bid bond form meeting all the conditions of AIA Document A310 is acceptable and, if used, must include a certified and current copy of the power of attorney if the bond is executed by the attorney-in-fact on behalf of the surety.

**FORFEITURE:** A successful bidder who fails to sign the Contract for the Work or furnish the required bonds within ten (10) calendar days following the receipt of notice of intent to award a Contract is subject to forfeiture in accordance with Section 54-1904E, Idaho Code.

**RETENTION OF SECURITY:** Bid security shall be retained for no more than forty-five (45) calendar days after the opening of bids, so long as the bidder has not been notified of the acceptance of the bid.

## **BID WITHDRAWAL**

**PRIOR TO BID CLOSING:** If a bid has been submitted, it may be withdrawn in person by a bidder's authorized representative before the opening of the bids. A bidder's representative will be required to show identification and sign on a bid summary sheet before it will be released. After bid closing, no bid may be withdrawn except in strict accordance with these Instructions or applicable law.

## **BID MODIFICATION**

**PRIOR TO BID CLOSING:** If a bid has been submitted, it may be modified by the submission of a written document contained in a separate sealed envelope marked "Bid Modification from [Name of Bidder] for DPW Project No: 23621; ISHS: Roof Overlay, SF/JCE Old Pen." **THE DOCUMENT MODIFYING THE BID MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE SUBMITTING BIDDER. THE DIVISION OF PUBLIC WORKS RESERVES THE RIGHT TO REQUIRE**

**PRESENTATION OF EVIDENCE SATISFACTORY TO IT TO ESTABLISH THE AUTHORITY TO ACT ON BEHALF OF THE SUBMITTING BIDDER. NO OTHER FORM OF MODIFICATION (INCLUDING TELEPHONE, FACSIMILE OR ELECTRONIC MAIL) WILL BE ACCEPTED. AFTER BID CLOSING, NO BID MAY BE MODIFIED EXCEPT IN STRICT ACCORDANCE WITH THESE INSTRUCTIONS OR APPLICABLE LAW.**

## **RELIEF FROM BIDS**

**CONDITIONS FOR RELIEF:** Relief from bids is subject to Sections 54-1904B through 54-1904E, Idaho Code. In the event a bidder discovers a mistake in its bid following the bid opening and wishes to withdraw its bid, the bidder shall establish to the satisfaction of the Owner, pursuant to Section 54-1904C, Idaho Code, that a clerical or mathematical mistake was made; the bidder gave the public entity (Owner) written notice within five (5) calendar days after the opening of the bid of the mistake, specifying in the notice in detail how the mistake occurred; and the mistake was material.

**DETERMINATION:** If the Owner determines that the bidder has satisfied the requirements of Section 54-1904C, Idaho Code, to entitle it to relief from a bid because of a mistake, it shall prepare a report in writing to document the facts establishing the existence of each required element. The report shall be available for inspection as a public record and shall be filed with the public entity soliciting bids. A bidder claiming a mistake and satisfying all the required conditions of Section 54-1904C, Idaho Code, shall be entitled to relief from the bid and have any bid security returned by the Owner. Bidders not satisfying the conditions of Section 54-1904C, Idaho Code shall be subject to forfeiture in accordance with Section 54-1904B, Idaho Code. A bidder who claims a mistake or who forfeits its bid security shall be prohibited from participating in any re-bidding of that project on which the mistake was claimed or security forfeited and the Owner may award the Contract to the next lowest responsive and responsible bidder.

## **BIDDER'S REPRESENTATIONS**

**REPRESENTATIONS UPON SUBMITTING A BID:** By submitting its bid, a bidder represents and warrants the following:

1. The person signing the bid is authorized to bind the bidder;
2. It has all required licenses, permits or other authorizations necessary to submit its bid;
3. It has taken steps necessary to ascertain the nature and location of the Work and has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to: (i) conditions bearing upon transportation, disposal, handling and storage of materials; (ii) the availability of labor, water, natural gas, electric power and roads; (iii) uncertainties of weather, river stages or similar physical conditions at the site; (iv) the conformation and conditions of the ground; and (v) the character of equipment and facilities needed preliminary to and during the Work;
4. It has satisfied itself as to character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Owner as well as from the drawings and specifications provided as part of the bid package, and that any failure of the bidder to take

such actions will not relieve the bidder from responsibility for estimating properly the difficulty and cost of successfully performing the Work;

5. It has received, read and reviewed the Contract, has submitted any questions in writing regarding the same and has received an answer to such questions;
6. Its bid is based upon the requirements of the Contract without exception;
7. It is in compliance with Title 72, Chapter 17, Idaho Code, regarding a drug-free workplace and has included the required affidavit regarding the same;
8. Its bid is in compliance with employment of persons authorized to work in the United States;
9. It will retain bid security and hold and honor all base bid prices for forty-five (45) calendar days from the date of bid opening, and cannot be withdrawn after the bid opening;
10. Its bid prices shown for each item on the bid proposal form include all labor, material, equipment, overhead and compensation to complete all of the Work for that item; and
11. It has included in its bid amount Idaho sales and/or use taxes on all materials and equipment and all other taxes imposed by law.

## **BID AWARD**

**AWARD METHOD:** Public works construction contracts for the State of Idaho are awarded to the "lowest responsible and responsive bidder." The low bidder, for purposes of award, shall be the responsible and responsive bidder offering the low aggregate amount for the base bid item, plus any additive or deductive bid alternates selected by the Owner, and within funds available as determined by the Owner. Award is also subject to the requirements of Idaho Code, including without limitation: Title 67, Chapter 57; Title 67, Chapter 23; Title 54, Chapter 19; and Title 44, Chapter 10. It is the bidder's responsibility to conform to **ALL** applicable federal, state and local statutes or other applicable legal requirements. The information provided herein is intended to assist bidders in meeting applicable requirements but is not exhaustive and the Owner will not be responsible for any failure by any bidder to meet applicable requirements.

**DETERMINATION OF RESPONSIBILITY:** The Owner reserves the right to make reasonable inquiry about or from the submitting bidder or from third parties to determine the responsibility of a submitting bidder. Such inquiry may include, but not be limited to, inquiry regarding experience and expertise related to the Project, manpower and other resources, financial stability, credit ratings, references, potential subcontractors and past performance. The unreasonable failure of a submitting bidder to promptly supply any requested information may result in a finding of non-responsibility.

**NOTICE OF EFFECTIVENESS:** No Contract is effective until the authorized Owner's official has signed the Contract and the Notice to Proceed has been issued. The bidder shall not provide any goods or render services until the Contract has been signed by the Administrator of the Division of Public Works and the Contract has become effective. Furthermore, the Owner is in no way responsible for reimbursing the bidder for goods provided or services rendered prior to the signature of the authorized Division of Public Work's official and the arrival of the Notice to Proceed.

**INCURRING COSTS:** The Owner is not liable for any cost incurred by bidders prior to the Notice to Proceed.

**PRIOR ACCEPTANCE OF DEFECTIVE BIDS OR PROPOSALS:** The Owner generally will not completely review or analyze bids that appear to fail to comply with the requirements of the bid documents, nor will the Owner generally investigate the references or qualifications of those who submit

such bids. Therefore, any acknowledgment that the selection is complete shall not operate as a representation by the Owner that an unsuccessful bid was responsive, complete, sufficient or lawful in any respect.

**POST-AWARD SUBMITTALS:** Upon receipt of a Notice of Intent to Award, the apparent low responsive and responsible bidder shall provide documentation required in such Notice. Such Notice of Intent to Award shall generally require the bidder to return to the Owner, within ten (10) days of receipt, a signed Contract, all required bonds, proof of insurance and documentation required by the Idaho State Tax Commission (report and affidavit).

**OWNER'S RIGHT TO REJECT:** Prior to execution of the Contract, the Owner or Design Professional shall provide written notice of any reasonable objection to any person or entity proposed by the bidder. Upon receipt of such notice, the bidder may withdraw its bid, without forfeiture, or propose a substitute and identify any change in any bid amount caused by such substitution. The Owner may accept or reject the substitution or the adjusted price. If the Owner rejects the substitution or the adjusted price, it will return the bidder's bid guarantee.

***END OF INSTRUCTIONS***

**MANUFACTURER'S CERTIFICATION**

The undersigned roofing manufacturer hereby certifies that he has reviewed the drawings, specifications and the terms of the roofing guarantee included in the specification and find them acceptable, and if the manufacturer's materials are installed on the project in accordance with the drawings and specifications and upon inspection by the manufacturer's technical representative, manufacturer will issue the guarantee in the form specified.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
(MANUFACTURER)

\_\_\_\_\_  
(AUTHORIZED REPRESENTATIVE)

**EXCEPTIONS:** Subject to the following exceptions and or modification, (attach any details or added verbiage that is required) the undersigned roofing manufacturer will certify to the conditions stated above:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED THIS \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
(MANUFACTURER)

\_\_\_\_\_  
(AUTHORIZED REPRESENTATIVE)

**APPROVED APPLICATORS:** The following roofing contractors are approved applicators of the roofing system specified (or approved) and as manufactured by the above named manufacturer:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**ROOFING MATERIALS SUBSTITUTION REQUEST FORM**

(Submit not less than ten (10) days prior to bid date)

DPW Project No. \_\_\_\_\_

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TO: (Architect)

We hereby submit for your consideration the following products in lieu of those specified for the above referenced project:

<u>MATERIAL SUBSTITUTION</u>	<u>SPECIFIED</u>	<u>PROPOSED</u>
Vapor Barrier	_____	_____
Roof Insulation	_____	_____
Roofing Membrane	_____	_____
Surfacing	_____	_____

Description of Proposed Components: \_\_\_\_\_

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Differences between specified and proposed components including type of insulation, method of anchoring, details, surfacing, application methods, etc. \_\_\_\_\_

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Attach complete technical data, including manufacturer's published specifications, standard details, laboratory tests and certifications, material samples and similar information to fully describe the products and methods of application.

If changes are required in specifications, drawings or details, provide revised specifications and details for consideration.

Answer the following:

1. Does proposed substitution affect details or dimensions shown on the drawings?  
\_\_\_\_\_ YES \_\_\_\_\_ NO
2. Will proposed substitution meet specified Underwriters Laboratory and ICBO ratings?  
\_\_\_\_\_ YES \_\_\_\_\_ NO
3. Is insulation and roofing method of attachment listed with Factory Mutual against wind loss?  
\_\_\_\_\_ YES \_\_\_\_\_ NO
4. Are all components of the roofing system (vapor barrier, insulation, fasteners, membrane components, flashings and surfacing) manufactured by or acceptable to the roofing manufacturer?  
\_\_\_\_\_ YES \_\_\_\_\_ NO
5. Will the manufacturer's authorized representative sign the Manufacturer's Certification included in the specification?  
\_\_\_\_\_ YES \_\_\_\_\_ NO

The undersigned manufacturer's representative states that the above information is true and correct, and that the proposed materials function, appearance and quality are equivalent or superior to the specified materials.

\_\_\_\_\_  
(Manufacturer)

\_\_\_\_\_  
(Manufacturer's Representative)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

END OF ROOFING MATERIALS SUBSTITUTION REQUEST FORM



**BID PROPOSAL**

**TO:** STATE OF IDAHO  
DIVISION OF PUBLIC WORKS

To Whom it May Concern:

The Bidder, in compliance with your Invitation for Bids for the construction of DPW # 23621, ISHS: Roof Overlay, SF/JCE Old Pen, having examined the bidding and Contract Documents and the site of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to provide the service and insurance in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents.

Bidder hereby agrees to commence Work under this Contract on a date to be specified in the written "Notice to Proceed" of the Owner and to substantially complete the Project within 90 consecutive calendar days thereafter, as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$500 for each consecutive calendar day after the established substantial completion date or adjusted date as established by change order.

Bidder acknowledges receipt of Addenda No. \_\_\_\_\_.  
(List all Addenda)

**BASE PROPOSAL:** Roof Area A, B & C: Bidder agrees to perform all of the base proposal Work described in the specifications and shown on the plans for the sum of:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)   
*(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)*

Alternate No. 1: Existing crown molding under soffit to be removed and salvaged for reinstallation:

Add the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Alternate No. 2: Resecure existing corner trim & lap siding as required at existing cupolas:

Add the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good for a period of forty-five (45) calendar days after the scheduled opening time for receiving bids.

Upon receipt of written Notice of Intent to Award of this bid, Bidder will execute the formal Contract within ten (10) calendar days and deliver a Surety Bond or Bonds as required by paragraph "Performance and Payment Bonds" first page (ITB-1) of the Instructions to Bidders.

The bid security in the amount of five percent (5%) of the bid amount is to become the property of the Owner, in the event the Contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder warrants that bid has been prepared and that any contract resulting from acceptance of this bid is subject to the Fixed Price Construction Contract.

The undersigned notifies that it is of this date duly licensed as an Idaho Public Works Contractor and further that it possesses Idaho Public Works Contractor's License No. \_\_\_\_\_, and is domiciled in the State of \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
(date) (month) (year)

Respectfully submitted by:

\_\_\_\_\_  
(Contractor's Name- Typed)

\_\_\_\_\_  
(Street or PO Address)

\_\_\_\_\_  
(City, State and zip code)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(FAX Number)

\_\_\_\_\_  
(Email Address)

**Have you remembered to include bid security (bid bond or a certified or cashier's check), Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace and a signed copy of the Bidder's Acknowledgment Statement with your bid?**

**Execute and Submit with Bid**

**CONTRACTOR'S AFFIDAVIT  
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Pursuant to the Section 72-1717, Idaho Code, I, the undersigned, being duly sworn, depose and certify that \_\_\_\_\_ is in compliance with the provisions of Section 72-1717, Idaho Code; that \_\_\_\_\_ provides a drug-free workplace program that complies with the provisions of Title 72, Chapter 17, Idaho Code, and will maintain such program throughout the life of a state construction contract; and that \_\_\_\_\_ shall subcontract Work only to subcontractors meeting the requirements of Section 72-1717(1)(a), Idaho Code.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State

By: \_\_\_\_\_  
(Signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_  
Commission expires: \_\_\_\_\_

**FAILURE TO EXECUTE THIS AFFIDAVIT AND SUBMIT IT ALONG WITH YOUR BID SHALL MAKE YOUR BID NON-RESPONSIVE.**

## ***Execute and Submit with Bid***

### **BIDDER'S ACKNOWLEDGMENT STATEMENT**

**NOTE: THE INFORMATION CONTAINED HEREIN IS A SUMMARY OF VITAL CONTRACT PROVISIONS AND DOES NOT CHANGE THE CONTRACT DOCUMENTS THAT WILL GOVERN THIS PROJECT.**

Division of Public Works Project No. 23621 ISHS: Roof Overlay, SF/JCE Old Pen.

By submitting a bid for this Project, the undersigned bidder agrees that, if awarded the Contract for construction, Contractor will conform to all conditions and requirements of the Contract, including but not limited to:

- Contractor agrees to comply with conditions pertaining to Sections 44-1001 and 44-1002, Idaho Code, requiring the employment of ninety-five percent (95%) bona fide Idaho residents and providing for a preference in the employment of bona fide Idaho residents and regarding the employment of persons not authorized to work in the United States.
- Contractor will substantially complete the Work within the time stated in the Contract Documents, or as modified by Change Order(s).
- If the Contractor fails to substantially complete the Project within the time stated in the Contract Documents, or as modified by Change Order, the Contractor agrees that the Owner may deduct from the Contract amount liquidated damages in the amount per calendar day, indicated in the Contract Documents, times the number of calendar days until the Project is Substantially Complete, as defined in the Contract Documents and as determined by the Design Professional.
- The Contractor agrees that the amount allowed for overhead and profit on any Change Order is limited to the amounts indicated in subparagraph 16.3.11 of the Fixed Price Construction Contract Between Owner and Contractor.
  1. For total changes the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier combined shall not exceed fifteen percent (15%) of direct costs; or
  2. The Contractor will determine the amount of overhead and profit to be apportioned between the Contractor and its subcontractor of allowable amounts of overhead, profit, bonds and insurance.
- The Contractor agrees that Change Orders are governed by the Fixed Price Construction Contract Between Owner and Contractor General Conditions of the Contract for Construction including as follows:
  1. By the execution of a Change Order, the Contractor agrees and acknowledges that it has had sufficient time and opportunity to examine the change in Work which is the subject of the Change Order and that it has undertaken all reasonable efforts to discover and disclose any concealed or unknown conditions which may, to any extent, affect the Contractor's ability to perform in accordance with the Change Order. Aside from those matters specifically set forth in the Change Order, the Owner shall not be obligated to make any adjustments to either the Contract Sum or

Contract Time by reason of any conditions affecting the change in Work addressed by the Change Order that could have reasonably been discovered or disclosed by the Contractor's examination.

2. Any Change Order fully executed by the Owner, Contractor and Design Professional, including but not limited to, a Change Order arising by reason of the parties' mutual agreement or by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the Work, including but not limited to, all direct and consequential costs associated with such change and any and all adjustments to the Contract Price and Contract Time. In the event a Change Order increases the Contract Price, the Contractor shall include the Work covered by such Change Order in the Application for Payment as if such Work was originally part of the Project and Contract Documents.

- **Certification Concerning Boycott of Israel.** Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

**FAILURE TO EXECUTE THIS ACKNOWLEDGMENT MAY MAKE YOUR BID NON-RESPONSIVE.**

I, \_\_\_\_\_, being duly authorized to bind the  
(type or print name of individual)

bidder, \_\_\_\_\_, does hereby certify that I have fully read  
(type or print name of company)

and understand this document and that it highlights certain parts of the Contract that will be entered between the parties and that will govern this Project.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**END OF BIDDER'S ACKNOWLEDGMENT STATEMENT**

**DIVISION OF PUBLIC WORKS  
FIXED PRICE CONSTRUCTION CONTRACT  
BETWEEN OWNER AND CONTRACTOR**

**DPW PROJECT NO. 23621  
ISHS: Roof Overlay,  
SF/JCE Old Pen  
Boise, ID**

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**FIXED PRICE CONSTRUCTION CONTRACT  
BETWEEN OWNER AND CONTRACTOR**

THIS FIXED PRICE CONSTRUCTION CONTRACT BETWEEN OWNER AND CONTRACTOR (the "Contract") is by and between the State of Idaho, Department of Administration, Division of Public Works ("DPW" or the "Owner") and insert name of contractor (the "Contractor") and is for the construction of the project (the "Project") identified as DPW Project No.23621 , as more fully described in Exhibit A, and incorporated herein by reference. This Contract shall be effective on \_\_\_\_\_ (day) of \_\_\_\_\_ (month), 20\_\_ (year), when executed by both parties.

In consideration of the mutual promises, covenants, and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Owner and the Contractor agree:

**ARTICLE 1  
CONTRACT DOCUMENTS**

**1.1** The Contract Documents consist of this Contract, the drawings and specifications for the Project (the "Drawings and Specifications") identified in Exhibit C and any Addenda thereto issued prior to execution of this Contract, written amendments signed by both the Owner and the Contractor, Change Orders signed by both the Owner and the Contractor, Construction Change Directives and any written orders by the Design Professional for minor changes in the Work (the "Contract Documents"). Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of the Contract Documents.

**1.2** The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

**ARTICLE 2  
REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR**

In order to induce the Owner to execute this Contract and recognizing that the Owner is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the Owner:

**2.1** The Contractor is fully qualified to act as the Contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the Contractor for, and to construct, the Project.

**2.2** The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated particularly in correlation to the requirements of the Contract.

**2.3** The Contractor has received, reviewed, compared, studied and carefully examined all of the documents which make up the Contract Documents, including the Drawings and Specifications, and any Addenda, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction. Such review, comparison, study and examination shall be a warranty that the contractor believes that the documents are complete and the Project is buildable as described except as reported.

**2.4** The Contractor warrants that the Contract Time is a reasonable period for performing the Work.

**2.5** The Contractor warrants to the Owner and Design Professional that all labor furnished on this Project shall be competent to perform the tasks undertaken; materials and equipment furnished under the Contract will be new and of high quality unless otherwise required or permitted by the Contract Documents; that the Work will be complete, of high quality and free from defects not inherent in the quality required or permitted; and that the Work will strictly conform to the requirements of the Contract Documents. Any Work not strictly conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse by Owner or its representatives, modifications not

executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall survive the completion of the Contract and final payment to the Contractor.

- 2.6 Certification Concerning Boycott of Israel.** Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein

### **ARTICLE 3 INTENT AND INTERPRETATION**

With respect to the intent and interpretation of this Contract, the Owner and the Contractor agree as follows:

**3.1** This Contract constitutes the entire and exclusive agreement between the parties with reference to the Project, and supersedes any and all prior discussions, communications, representations, understandings, negotiations or agreements. This Contract also supersedes any bid documents.

**3.2** The intent of the Contract is to include all items necessary for the proper execution and completion of the Project and anything that may be required, implied or inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Fixed Price Contract Amount. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

**3.3** Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the Owner and any person or entity except the Contractor; provided, however, that the Design Professional is entitled to performance and enforcement of obligations under the Contract intended or necessary to facilitate its duties. Any reference to the Owner, the Contractor or the Design Professional shall be deemed to include authorized representatives.

**3.4** When a word, term or phrase is used in this Contract, it shall be interpreted or construed first as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

**3.5** The words "include," "includes," or "including," as used in this Contract, shall be deemed to be followed by the phrase "without limitation."

**3.6** The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

**3.7** The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract, shop drawings and other submittals, and shall give timely written notice to the Owner and the Design Professional of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected Work.

**3.8** The express or implied approval by the Owner or the Design Professional of any shop drawings or other submittals shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested that the Design Professional prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. **HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** The Contractor again hereby acknowledges and represents that it has received, reviewed and carefully examined such documents; has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction; and that the Contractor has not, does not and will not rely upon any representations

or warranties by the Owner concerning such documents, as no such representations or warranties have been or are hereby made.

**3.9** In the event of any conflict among any of the documents which make up this Contract, the Design Professional shall interpret the documents, and the interpretation shall be binding on both the Owner and Contractor; provided, however, that this does not change the Owner's right to make decisions regarding Claims in accordance with Article 13 and Article 14. If no interpretation is provided by the Design Professional, the most stringent requirement in the Contract Documents will apply.

#### **ARTICLE 4 OWNERSHIP OF DOCUMENTS**

**4.1** Unless otherwise agreed by the Design Professional and its consultants, the party that prepared the drawings, specifications and other documents is the author of such with all copyright, common law, statutory and other reserved rights. The Contractor may retain one (1) record set of the Drawings and Specifications and other documents but shall not own or claim any copyright in them.

The Drawings and Specifications and other documents, and any copies, are to be used solely for this Project, and not on any other project, or additions to this Project outside this Contract, without written consent of the Owner, the Design Professional and the Design Professional's consultants; provided, however, that copies may be made of applicable portions as necessary for completion of the Work. Such copies shall include any copyright notice on the Drawings and Specifications and other documents.

Submission to or use by a regulatory body related to this Project is an acceptable use.

#### **ARTICLE 5 CONTRACTOR'S PERFORMANCE**

The Contractor shall perform all of the Work required, implied or reasonably inferable from this Contract, including the following:

**5.1** Construction of the Project.

**5.2** The furnishing of any required surety bonds and insurance.

**5.3** The provision or furnishing, and prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling or other utilities required for construction and all necessary permits, including any required elevator permits, required for the construction of the Project. Construction projects for the State of Idaho require a building permit issued by the Division of Building Safety.

**5.4** The creation and submission of a detailed and comprehensive set of marked up blue or black-lined record drawings. Said record drawings shall be submitted to and approved by the Design Professional as a condition precedent to final payment to the Contractor.

#### **ARTICLE 6 TIME FOR CONTRACTOR'S PERFORMANCE**

**6.1** The Contractor shall commence the performance of this Contract in accordance with the "Notice to Proceed" (Exhibit F) issued by the Owner and shall diligently continue its performance to and until final completion of the Project. The Contractor shall accomplish Substantial Completion of the Project on or before the time indicated in

Exhibit A. The period of time, including any adjustments made under this Contract, for the Contractor to reach Substantial Completion is the "Contract Time."

**6.2** The Contractor may be assessed by and be responsible to the Owner for the amount indicated in Exhibit A per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth for Substantial Completion. Any sums owed hereunder by the Contractor shall be payable not as a penalty but as liquidated damages, representing an estimate of delay damages likely to be sustained by the Owner estimated at the time of this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. The Owner's right to liquidated damages is not, and shall not be deemed to be, an exclusive remedy for delay and the Owner shall retain all remedies at law or in equity for delay or other breach.

**6.3** The term "Substantial Completion," as used herein, shall mean that point at which, as certified in writing by the Design Professional, or if there is no Design Professional, as certified by the Owner, the entire Project is at a level of completion in strict compliance with the Contract Documents, such that the Owner or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects for its intended purpose. If, in the reasonable determination of the Owner, receipt of operation and maintenance manuals or completion of training is necessary for such beneficial use or occupancy, then there shall be no Substantial Completion until such manuals are provided or such training is completed. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, or accepted as substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion. The Project shall not be deemed accepted until it is finally complete.

**.1** The following are prerequisites for Substantial Completion of any roofing:

**.1** All roofing materials complete, in place, and watertight.

**.2** All flashings and counter-flashings complete, in place and watertight, with all anchors, connections, and sealants, etc. installed.

**.3** All roofing accessories required by the Contract Documents complete, in place, and operable together with all anchors, fastening devices, etc.

**.4** All excess materials, debris, equipment, tools, etc. removed from site and roof surface cleaned of all debris.

**.5** All roof drains and piping cleaned and fully functional.

**.6** All mechanical and electrical equipment connected and fully operable.

**6.4** Any request by the Contractor for an extension of the Contract Time must be made in accordance with, and is subject to, Article 13 and Article 14 related to Claims.

**6.5** The Owner shall have no liability of any kind to the Contractor if a schedule or other document submitted by the Contractor shows an intention to complete the Work prior to the scheduled completion date and for any reason other than Owner caused delay, the Contractor is not able to achieve such early completion.

**ARTICLE 7**  
**FIXED PRICE AND CONTRACT PAYMENTS**

**7.1** The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder, the Fixed Price Contract Amount indicated in Exhibit A. The Fixed Price Contract Amount shall not be modified except as provided in this Contract.

**7.2** Prior to approval of the contract, the Contractor shall prepare and present to the Owner and the Design Professional the Contractor's Schedule of Values apportioning the Fixed Price Contract Amount among the different elements of the Project for purposes of periodic and final payment. The Contractor's Schedule of Values shall be presented in the Owner's web-based construction management software. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Contractor's Schedule of Values will be utilized for the Contractor's requests for payment but shall only be so utilized after it has been approved in writing by the Design Professional.

**7.3** The Owner shall pay the Fixed Price Contract Amount to the Contractor in accordance with the procedures set forth in this Article. The Contractor shall submit a Contractor's Request for Payment, on or before the day of each month indicated in Exhibit A or otherwise agreed to, after commencement of performance, but no more frequently than once monthly. Said payment request shall be made in the Owner's web-based construction management software, and shall include whatever supporting information as may be required by the Design Professional, the Owner or both. Therein, the Contractor may request payment for one hundred percent (100%) of the Work satisfactorily completed to the date of the Contractor's Request for Payment, less five percent (5%) retainage, based on the Fixed Price Contract Amount allocated on the Schedule of Values. The Contractor's Request for Payment may include only: properly provided labor, materials or equipment properly incorporated into the Project, and time and materials or equipment necessary for the Project or that will be incorporated into the Project and are properly stored at the Project site (or elsewhere if off-site storage is approved in writing by the Owner). The Contractor's Request for Payment must exclude the total amount of previous payments received from the Owner. Any payment on account of stored materials or equipment will be subject to the Contractor providing written proof that the Owner has title to such materials or equipment and that they are fully insured against loss or damage. Each such Contractor's Request for Payment shall be signed by the Contractor and its submission shall constitute the Contractor's affirmative representation that the quantity of Work has reached the level for which payment is requested; that the Work has been properly installed or performed in strict compliance with the Contract; that all Work for which the Owner has previously paid is free and clear of any lien, claim or other encumbrance of any person whatsoever; and that the Contractor knows of no reason why payment should not be made as requested. As a condition precedent to payment, the Contractor shall, if required by the Owner, furnish to the Owner properly executed waivers or releases, in a form acceptable to the Owner, from all subcontractors, materialmen, suppliers or others having any claims or alleged claims, wherein said subcontractors, materialmen, suppliers or others shall acknowledge receipt of all sums due pursuant to all prior Contractor's Requests for Payment, and waive and relinquish any rights or other claims relating to the Project or Project site. The submission by the Contractor of the Contractor's Request for Payment also constitutes the Contractor's affirmative representation that, upon payment of the Contractor's Request for Payment submitted, title to all Work included in such payment shall be vested in the Owner.

Thereafter, the Design Professional shall review the Contractor's Request for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work are as represented in the Contractor's Request for Payment and as required by this Contract. The Design Professional shall approve in writing the amount which, in the opinion of the Design Professional, is properly owing to the Contractor and such approval is required before the Owner shall have any payment obligation. The Design Professional may withhold such approval, in whole or in part, as necessary to protect the Owner if it reasonably believes that the quantity or quality of the Work is not as represented in the Contractor's Request for Payment or is not in strict conformance to the Contract Documents.

**7.4** The Owner shall make payment to the Contractor no more than twenty-one (21) days following receipt by the Owner of the Design Professional's written approval of each Contractor's Request for Payment. The amount of each such payment shall be the amount approved for payment by the Design Professional less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by

this Contract. The Design Professional's approval of the Contractor's Request for Payment shall not preclude the Owner from the exercise of any of its rights it may have in this Contract, at law or in equity, as set forth in Paragraph 7.8 hereinafter.

**7.5** Off-site storage will not be approved at locations more than thirty (30) miles from the Project site or outside the State of Idaho and any payment for any off-site storage is subject to the following:

- .1** The Contractor must provide at least thirty (30) days' advance written notice of its request to store off-site. Such notice must include a description of the type, quantities, locations and values of materials involved for the next billing cycle. All invoices must indicate the type, quantities and value of materials or equipment for which payment is requested;
- .2** All materials stored off-site must be segregated and clearly marked with the DPW Project number and as being the "Property of the State of Idaho;"
- .3** The Design Professional and/or the Owner's Field Representative must have unrestricted access to the stored materials during all business hours and may physically inventory all invoiced materials and equipment and may physically inspect the storage conditions;
- .4** The Contractor must provide written Consent of Surety to off-site storage of materials and equipment and to payment for such materials and equipment prior to incorporation in the Work. Consent must be from the Surety. Consent of local broker or agent is not acceptable;
- .5** The Contractor must maintain and must provide to the Design Professional, upon request, a current log of stored materials and equipment, which reflects when materials and equipment are used or added; and
- .6** The Contractor must obtain and maintain all risk property insurance at replacement cost, with the State of Idaho listed as loss payee on all materials and equipment stored off-site and in transit.

**7.6** When payment is received from the Owner, the Contractor shall immediately pay all subcontractors, materialmen, laborer and suppliers the amounts they are due for the Work covered by such payment. The Contractor shall not withhold from a subcontractor or supplier more than the percentage withheld from a payment certificate for the subcontractor's or supplier's portion of the Work. In the event the Owner becomes informed that the Contractor has not paid a subcontractor, materialmen, laborer or supplier as provided herein, the Owner shall have the right, but not the duty, to issue future checks and payment to the Contractor of amounts otherwise due hereunder naming the Contractor and any such subcontractor, materialmen, laborer or supplier as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

**7.7** Payment to the Contractor, utilization of the Project for any purpose by the Owner, or any other act or omission by the Owner shall not be interpreted or construed as an acceptance of any Work of the Contractor not strictly in compliance with this Contract.

**7.8** The Owner shall have and be entitled to the right to refuse to make any payment, including by reducing payment under any Contractor's Request for Payment, and, if necessary, may demand the return of a portion or all of an amount previously paid to the Contractor for reasons that include the following:

- .1** The quality of the Contractor's work, in whole or part, is not in strict accordance with the requirements of this Contract or identified defective work, including punch list work, is not remedied as required by the Contract Documents;
- .2** The quantity of the Contractor's work, in whole or in part, is not as represented in the Contractor's Request for Payment or otherwise;
- .3** The Contractor's rate of progress is such that, in the Owner's opinion, Substantial Completion or final completion, or both, may be inexcusably delayed or that the Owner will incur additional costs or expense related to repeated Substantial Completion or final completion inspections through no fault of the Owner;

- .4 The Owner reasonably believes that the Contractor has failed to use Contract funds, previously paid the Contractor by the Owner, to pay Contractor's project-related obligations, including subcontractors, laborers and material and equipment suppliers;
- .5 There are claims made or it seems reasonably likely that claims will be made, against the Owner;
- .6 The Contractor has caused a loss or damage to the Owner, the Design Professional or another contractor;
- .7 The Owner reasonably believes that the Project cannot be completed for the unpaid balance of the Fixed Price Contract Amount or the Owner reasonably believes that the Project cannot be completed within the Contract Time and that the unpaid balance of the Fixed Price Contract Amount would be inadequate to cover the cost of actual or liquidated damages for the anticipated delay;
- .8 The Contractor fails or refuses to perform any of its obligations to the Owner; or
- .9 The Contractor fails to pay taxes as required by Title 63, Chapter 15, Idaho Code.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in Paragraph 7.8, the Contractor shall promptly comply with such demand.

**7.9** If the Owner, without cause, fails to pay the Contractor any amounts due and payable thirty (30) days after those amounts are due pursuant to Paragraph 7.4, the Contractor shall have the right to cease the Work until receipt of proper payment. Contractor must first provide written notice to the Owner of the Contractor's intent to cease the Work ten (10) days prior to stopping the Work under this Paragraph. If any amounts remain unpaid after fifty-one (51) days after the Design Professional approves the Contractor's Request for Payment under Paragraph 7.4, interest at the rate of four percent (4%) per annum shall accrue on those unpaid amounts.

**7.10** When Contractor considers Substantial Completion has been achieved, the Contractor shall notify the Owner and the Design Professional in writing and shall furnish to the Design Professional a listing of those matters yet to be finished. The Design Professional will thereupon conduct an inspection to confirm that the Work is, in fact, substantially complete. Upon its confirmation that the Contractor's work is substantially complete, the Design Professional will so notify the Owner and Contractor in writing and will therein set forth the date of Substantial Completion. The Owner and the Contractor must accept the date of Substantial Completion in writing. Guarantees and warranties required by this Contract shall commence on the date of Substantial Completion. At the Contractor's Request for Payment following Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to ninety-five percent (95%) of the Fixed Price Contract Amount, less any liquidated damages, less the reasonable costs as determined by the Design Professional for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or potential claims. If the Design Professional determines that the Contractor has made or is making satisfactory progress on any uncompleted portions of the Work, the Owner may, at its discretion, release a portion of the retainage to the Contractor prior to the actual final completion of the conditions set forth in Paragraph 7.13. It is the intent of the parties that the Project will be accepted only in total (at Substantial Completion and final completion) and not in phases unless provided for in Exhibit A. Any acceptance other than in total shall require written agreement of Owner and Design Professional.

**7.11** When Contractor considers the Project is at final completion, it shall notify the Owner and the Design Professional thereof in writing. Thereupon, the Design Professional will perform a final inspection of the Project. If the Design Professional confirms that the Project is complete in full accordance with the Contract Documents and that the Contractor has performed all of its obligations to the Owner, the Design Professional will furnish a final approval for payment to the Owner certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Fixed Price Contract Amount, less any amount withheld pursuant to this Contract.

**7.12** If the Contractor fails to achieve final completion within a reasonable number of days as established by the Design Professional from the date of Substantial Completion, the Contractor may be assessed and be responsible to the Owner for fifty percent (50%) of the daily amount of liquidated damages as established pursuant to Paragraph 6.2 and Exhibit A, per day for each and every calendar day of unexcused delay in achieving final completion beyond the date established for final completion of the Work. Any sums due and payable hereunder by the Contractor shall

be payable not as a penalty but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner may withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. The Owner's right to liquidated damages is not, and shall not be deemed to be, an exclusive remedy for delay and the Owner shall retain all remedies at law or in equity for delay or other breach.

**7.13** As a condition precedent to final payment, the Contractor must furnish the Owner, in the form and manner required by Owner, and with a copy to the Design Professional of the following:

- .1 An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or material suppliers or other third parties in connection with the Project have been paid or otherwise satisfied;
- .2 A release by the Contractor of all Claims it has or might have against the Owner or the Owner's property (DPW's form, Exhibit H);
- .3 Contractor's Affidavit of Debts and Claims (AIA Document G706);
- .4 Consent of Surety to final payment (AIA Document G707);
- .5 Confirmation of all required training, product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of the Contractor; and
- .6 A Public Works Contract Tax Release issued by the Idaho Tax Commission (See "Request for Tax Release" form, Exhibit G, to be submitted by Contractor to the Idaho Tax Commission).

**7.14** The Owner shall, subject to its rights set forth in this Contract, make final payment of all sums due the Contractor within thirty (30) days of the Design Professional's execution of a final approval for payment and receipt of documentation required by Paragraph 7.13, whichever is received later.

## **ARTICLE 8 INFORMATION AND MATERIAL SUPPLIED BY THE OWNER**

**8.1** The Administrator of DPW or his designee shall be the sole representative of the State of Idaho. The Design Professional shall have authority to bind Owner only as specifically set forth in this Contract.

**8.2** The Owner will assign a Project Manager and a Field Representative to represent the Owner, identified in Exhibit B. The Owner's Field Representative's duties, responsibilities and limitations of authority are in accordance with DPW's policies and procedures.

**8.3** The Owner shall furnish to the Contractor, prior to the execution of this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material as being in the possession of the Owner and for no other purpose. By furnishing such material, the Owner does not represent, warrant or guarantee its accuracy, either in whole in part, implicitly or explicitly.

**8.4** The Owner will secure and pay for all required easements, the plan check fee required by the Division of Building Safety, conditional use permits and any other permits and fees specifically indicated in the Contract Documents to be secured and paid for by the Owner.

**8.5** The Owner will provide the Contractor one (1) copy of this complete Contract and the number of sets of Drawings and Project Manuals (including Specifications) as indicated in Exhibit A. The Contractor may purchase additional copies, at its expense, from the Design Professional.



**ARTICLE 9**  
**STOP WORK ORDER**

**9.1** In the event the Contractor fails or refuses to perform the Work as required or fails or refuses to correct nonconforming Work, the Owner may instruct the Contractor to stop Work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately stop as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected, no longer exists or the Owner instructs that the Work may resume. In the event the Owner issues such instructions to stop, and in the further event that the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Owner that the cause of such instructions will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the Work with its own forces or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such Work by the Owner. Without limiting what else might constitute nonconforming Work, the existence of a gross safety violation or other situation or condition that creates, or could imminently create, a threat of serious harm to persons or property, shall constitute nonconforming Work and any order to stop the Work issued for such reason shall not be considered an interference with the Contractor's performance of the Work or its means and methods. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

**9.2** Any order to stop the Work issued pursuant to Paragraph 9.1 shall not be used to justify any Claim by the Contractor for additional time or money.

**ARTICLE 10**  
**DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR**

In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Contract, the Contractor shall have and perform the following duties, obligations and responsibilities to the Owner:

**10.1** The Contractor's continuing duties set forth in Paragraph 3.7 are by reference hereby incorporated in this Paragraph 10.1. The Contractor shall not perform Work without adequate plans and specifications or, as appropriate, approved shop drawings or other submittals. If the Contractor performs Work knowing or believing it involves an error, inconsistency or omission in the Contract without first providing written notice to the Design Professional and Owner, the Contractor shall be responsible for such Work and shall pay the cost of correcting same.

**10.2** The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing Work. Errors, inconsistencies or omissions discovered shall be reported to the Design Professional, the Owner and the Owner's Field Representative immediately. Such examination, review and comparison shall be a warranty that the Contract Documents are complete and the Project is buildable as described except as reported. Reported errors, inconsistencies or omissions will constitute a request for an interpretation by the Design Professional and may constitute a claim pursuant to Article 13 hereof where appropriate.

**10.3** The Contractor shall ensure that all Work shall strictly conform to the requirements of this Contract.

**10.4** The Work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.

**10.5** All labor furnished on this Project shall be competent to perform the tasks undertaken; materials and equipment furnished under the Contract will be new and of high quality unless otherwise required or permitted by the Contract Documents; the Work will be complete, of high quality and free from defects not inherent in the quality required or permitted; and the Work will strictly conform to the requirements of the Contract Documents. Any Work not strictly conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

**10.6** Except as provided in Paragraph 8.4, the Contractor shall secure or provide and pay for all licenses, permits required by the Idaho Division of Building Safety, governmental approvals and inspections, connections for outside services for the use of municipal or private property for storage of materials, parking, utility services, temporary

obstructions, enclosures or opening and patching of streets, and for all other facilities and services necessary for proper execution and completion of the Project.

**10.7** The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

**10.8** The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Key supervisory personnel assigned by the Contractor to this Project are as listed in Exhibit B.

**10.9** The Contractor shall employ a competent superintendent and necessary assistants, as needed, to oversee execution of the Work. The superintendent shall be in attendance at the Project site during the progress of the Work. The superintendent and any project manager, if the Contractor utilizes a project manager, shall be reviewed and must be approved by the Design Professional and Owner, and neither shall be changed except with the consent of the Design Professional and Owner, unless the superintendent and/or project manager cease to be employed by the Contractor. Under this circumstance, any new superintendent or new project manager must be satisfactory to the Design Professional and Owner. Such approval shall not be unreasonably withheld. The superintendent and any project manager shall represent the Contractor and all communications given to the superintendent or project manager are deemed given to the Contractor.

**10.10** So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed in Paragraph 10.9 subsequently assumes one or more of those functions listed in Paragraph 10.9, the Contractor shall be bound by the provisions of this paragraph as though such individuals had been listed in Paragraph 10.9.

**10.11** The Contractor shall provide to the Owner and the Design Professional a milestone schedule for completing the Work within the Contract Time. Such schedule shall be in a form specified in Division 1 of the Specifications and be acceptable to the Owner and to the Design Professional. The schedule must be submitted to and accepted by the Design Professional prior to the first request for payment unless required earlier by Division 1 of the Specifications. The Contractor's milestone schedule must be updated as required by the Design Professional and/or the Owner to reflect conditions encountered and shall apply to the total Project. The Contractor's revisions to the schedule shall not constitute a waiver of the requirement to complete the Project in the time allowed by the Contract, unless additional time for performance has been allowed pursuant to a Change Order. Any changes in milestone begin or end dates must be furnished to the Owner and the Design Professional. Strict compliance with the requirements of this Paragraph shall be a condition precedent to the payment to the Contractor and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract.

**10.12** Unless otherwise provided in the Construction Documents, on all projects where the Fixed Price Contract Amount is over \$1,000,000, the Contractor shall schedule and perform the Work in accordance with a Critical Path Method ("CPM") to indicate the rate of progress and practical order of the Project. The purpose of this scheduling requirement is to assure adequate planning, coordination and execution of the Work. The schedule shall indicate the dates for starting and completing major work activities, project events, major equipment, material and equipment submittals and delivery of major items. Project activities having critical time restraints on action, required by the Owner, shall be shown as scheduled milestones. The Contractor's schedule shall demonstrate the order, interdependence and sequence of activities. Critical paths shall be highlighted or distinguished. The schedule shall include all the dates specified in the Contract for Substantial Completion and final completion of the Work. The time limit set forth in the Contract for Substantial Completion and final completion must govern; the schedule must be adjusted to meet these dates. Schedule float shall belong to the Project. The Contractor shall submit to the Owner and Design Professional a CPM schedule within three (3) weeks after award of the Contract and maintain such schedule on a current basis in accordance with the Contract Documents.

**10.13** Once a month, or at intervals as required by the Design Professional, the Contractor shall advise the Owner and the Design Professional of the status of the Work (in duplicate) on the current milestone schedule. If any project milestone dates are not met on schedule, the Contractor shall immediately advise the Owner and Design Professional in writing of the proposed action to bring the Work on schedule. The Contractor shall also submit a detailed short term schedule, as required by Division 1 of the Specifications, each month. This short term schedule shall include a description of current and anticipated problem areas, delaying factors and their impact, and explanation of corrective

action taken or proposed. If the Work is behind schedule, the Contractor shall indicate what measures it will take to put the Work back on schedule.

**10.14** If the Work is not progressing through no fault of the Owner or the Design Professional, as shown on the milestone schedule, as determined by the Design Professional, and the Owner and the Design Professional do not believe the Contractor's proposed action to bring the Work on schedule is adequate, then the Contractor shall be deemed in default under this Contract and the progress of the Work shall be deemed unsatisfactory. In such event, the Owner, at its discretion, may require the Contractor to work such additional time over regular hours, including Saturdays, Sundays and holidays, without additional cost to the Owner to bring the Work on schedule.

**10.15** The Contractor shall keep an updated copy of the Drawings and Project Manual (including Specifications) and Addenda at the site. Additionally, the Contractor shall keep a current submittal schedule and a copy of approved shop drawings and other submittals. All of these items shall be available to the Owner and the Design Professional at all regular business hours. Upon final completion of the Work, all of these items must be updated by the Contractor and provided to the Design Professional and shall become the property of the Owner.

**10.16** The Contractor shall carefully review and inspect for compliance with the Contract Documents, the shop drawings and other submittals (including product data and samples) required by the Contract Documents and shall submit to the Design Professional only submittals approved in accordance with this section. Such review and submittal shall be done promptly and in a sequence that will not delay its Work under this Contract or the activities of the Owner or of separate contractors. Shop drawings and other submittals from the Contractor do not constitute a part of the Contract. The Contractor shall not do any work requiring shop drawings or other submittals unless the Design Professional has verified compliance in writing. All Work requiring verified shop drawings or other submittals shall be done in strict compliance with such approved documents. However, verification of compliance by the Design Professional shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract. The Design Professional shall have no duty to review submittals that are not Contractor approved, partial submittals or incomplete submittals. The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any re-submittal, the date of any approval or rejection and the reason for any rejection.

**10.17** The Contractor shall maintain the Project site in a reasonably clean condition during performance of the Work. Upon final completion, the Contractor shall thoroughly clean the Project site of all debris, trash and excess materials or equipment.

**10.18** At all times relevant to this Contract, the Owner and the Design Professional shall have a right to enter the Project site and the Contractor shall allow the Owner and/or the Design Professional to review or inspect the work without formality or other procedure.

**10.19** The presence or duties of the Design Professional's or the Owner's personnel or representatives at the construction site, does not make any of them responsible for those duties that belong to the Contractor or other entities and does not relieve the Contractor or any other entities of their obligations, duties and responsibilities, including any obligation or requirement to have or to implement any health or safety plans or precautions. Except as provided in Paragraph 10.9, Design Professional's and Owner's personnel have no authority to exercise any control over any Contractor or other entities or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the Contractor or other entities or any other persons at the site except their own personnel. The presence of Design Professional's or Owner's personnel at a construction site is for the purpose of providing to Owner a greater degree of confidence that the completed Work will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor. For this Contract only, construction sites include places of manufacture for materials incorporated into the construction Work and Contractor includes manufacturers of materials incorporated into the construction Work.

## **ARTICLE 11 INDEMNITY**

**11.1** The Contractor shall defend, indemnify and hold harmless the Owner, Design Professional, and their employees, officers and agents harmless from any and all claims, liabilities, damages, losses, costs and expenses of every type whatsoever, including attorney fees and expenses, arising out of or resulting from the Contractor's work, acts or omissions under or related to the Contract Documents, to the extent caused by the Contractor, or anyone for whose acts the Contractor may be liable, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by the Owner.

**11.2** The limits of any insurance of the Contractor shall not be, and shall not be deemed to be, a limitation of the Contractor's defense and indemnity obligations contained in this Article.

**11.3** In claims against any person or entity indemnified under this Article by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this Article shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **ARTICLE 12 THE DESIGN PROFESSIONAL**

The Design Professional for this Project is identified in Exhibit B, incorporated herein by reference, along with any authorized representatives and any limitations of responsibility. For the purpose of this Contract, the "Design Professional" means the properly licensed architect, properly registered professional engineer or other professional licensed in the State of Idaho who prepared the Drawings and Specifications for this Project. If the employment of the Design Professional is terminated, the Owner may retain a replacement professional and the role of the replacement professional shall be the same as the role of the Design Professional. Unless otherwise directed by the Owner in writing, the Design Professional will perform those duties and discharge those responsibilities allocated to the Design Professional in this Contract. The duties, obligations and responsibilities of the Design Professional shall be for contract administration and include the following:

**12.1** Unless otherwise directed by the Owner in writing, the Design Professional shall not act as the Owner's agent.

**12.2** Unless otherwise directed by the Owner in writing, the Owner and the Contractor shall communicate with each other through the Design Professional.

**12.3** When requested by the Owner or Contractor in writing, the Design Professional shall within seven (7) days render written interpretations necessary for the proper execution or progress of the Work or shall provide a written explanation as to why more time is needed and provide a date by which it will be provided.

**12.4** The Design Professional shall draft proposed change authorization(s).

**12.5** The Design Professional shall review and verify compliance or respond otherwise as necessary concerning shop drawings or other submittals received from the Contractor.

**12.6** The Design Professional shall be authorized to refuse to accept Work that is defective or otherwise fails to comply with the requirements of this Contract. If the Design Professional deems it appropriate, the Design Professional may, with the Owner's consent, require extra inspections or testing of the Work for compliance with the requirements of this Contract.

**12.7** The Design Professional shall review the Contractor's Request for Payment and shall verify in writing those amounts which, in the opinion of the Design Professional, are properly owing to the Contractor as provided in this Contract.

**12.8** The Design Professional shall, upon written request from the Contractor, perform Substantial Completion and final completion inspections contemplated by Article 6.

**12.9** The Design Professional may require the Contractor to make changes which do not involve a change in the Fixed Price Contract Amount or in the Contract Time consistent with the intent of this Contract. Such changes shall be given to the Contractor in writing under signature of the Design Professional, with a copy to the Owner, and may be in the form of a supplemental instruction.

**12.10** The Design Professional shall review and evaluate Claims and take other actions related to Claims in accordance with Articles 13 and 14.

**12.11** The duties, obligations and responsibilities of the Contractor under this Contract shall in no manner whatsoever be changed, altered, discharged, released or satisfied by any duty, obligation or responsibility of the Design Professional. The Contractor is not a third-party beneficiary of any Contract by and between the Owner and the Design Professional. It is expressly acknowledged and agreed that the duties of the Contractor to the Owner are independent of, and are not diminished by, any duties of the Design Professional to the Owner.

### **ARTICLE 13 CLAIMS**

**13.1** For purposes of this Contract, a "Claim" means a demand by the Contractor to the Owner, or by the Owner to the Contractor, for a change in the Fixed Price Contract Amount, an extension of the Contract Time, an adjustment to or interpretation of the Contract terms, or other relief with respect to the terms of the Contract, which demand the Contractor or Owner asserts is required or allowed under the Contract Documents and which the Contractor and the Owner have previously discussed and failed to agree upon.

**13.2** For the Claim to be considered, it must meet the following requirements:

- .1 The Claim must be in writing;
- .2 The Claim by the Contractor must be signed by an authorized representative of the Contractor, and the Claim by the Owner must be signed by an authorized representative of the Owner;
- .3 The Claim by the Contractor must be provided to the Owner and to the Design Professional and the Claim by the Owner must be provided to the Contractor and to the Design Professional;
- .4 The Claim must be made no later than ten (10) days after the event or first appearance of the circumstance giving rise to the Claim;
- .5 The Claim must describe in detail all known facts and circumstances that the Contractor or Owner asserts support the Claim;
- .6 The Claim must refer to the provision(s) of the Contract Documents that the Contractor or Owner asserts support the Claim;
- .7 The Contractor or Owner must provide all documentation or other information to substantiate the Claim; and
- .8 The Contractor or Owner must continue its performance under this Contract pending the resolution of any Claim; provided, however, that the Contractor shall not perform any additional or changed work not otherwise authorized in accordance with the Contract Documents.

**13.3** The failure by the Contractor to meet any of the requirements of Paragraph 13.2 shall constitute a complete waiver by the Contractor of any rights arising from or related to the Claim. Similarly, the failure by the Owner to meet any of the requirements of Paragraph 13.2 shall constitute a complete waiver by the Owner of any rights arising from or related to the Claim.

**13.4** If the Claim is made based on concealed or unknown site conditions, the following shall apply in addition to all other provisions applicable to the Claim:

**.1** The condition must have been previously concealed and unknown or of a type not ordinarily encountered in the general geographic location of the Project and must not have been reasonably susceptible to discovery; and

**.2** The Contractor shall notify the Design Professional and the Owner of the condition and shall not disturb the condition until the Design Professional and Owner have observed it or have waived in writing the right to observe it.

**13.5** If the Claim by the Contractor is for an increase in the Fixed Price Contract Amount, the following shall apply in addition to all other provisions applicable to the Claim:

**.1** Any increase in the Fixed Price Contract Amount shall be strictly limited to the direct costs incurred by the Contractor and shall not include any other costs, indirect or other, including any costs for or related to lost productivity, profit, home office overhead and any other overhead, legal fees, claim preparation, any matter previously resolved by a change order, equipment costs, costs related to the services of a project manager unless the project manager was required full time by the Owner or the Contract Documents, any costs associated with the failure to complete the Work early or in advance of the date required by the Contract Documents, it being specifically agreed to by the parties that there is no intention to have the Eichleay or other similar formula applicable to this Contract nor shall this Contract be deemed to be subject to any such formula; and

**.2** The Owner shall have no liability for, and the Fixed Price Contract Amount shall not be increased related to, any claims of third parties, including subcontractors, unless and until the liability of the Contractor for such has been established in a court of competent jurisdiction and any such liability of the Owner shall be limited in the same manner as described in subparagraph 13.5.1.

**13.6** If the Claim by the Owner is for a change in the Fixed Price Contract Amount, all other applicable provisions to the Claim apply.

**13.7** If the Claim by the Contractor is for an extension of the Contract Time, the following shall apply in addition to all other provisions applicable to the Claim:

**.1** The Contractor has been delayed in its performance by an act or omission of the Owner and through no fault of the Contractor;

**.2** The Contractor has been delayed in its performance by unusually severe weather that could not reasonably have been anticipated or by another event not within its reasonable control;

**.3** At the time it occurs or during its occurrence, the delay will preclude completion of the Project in the time required by the Contract Documents; and

**.4** Any extension of the Contract Time shall be the Contractor's sole and exclusive remedy for any delay except a delay caused by the active interference of the Owner with the Contractor's performance which active interference continues after written notice to the Owner. The Owner's exercise of any of its rights or remedies under this Contract, including ordering changes in the Work, directing suspension, rescheduling or correction of the Work, do not constitute active interference.

**13.8** If a Claim is made based on an error, inconsistency or omission in the Contract that was reasonably susceptible to discovery by the Contractor and was not reported in accordance with Paragraph 2.3, that Claim shall be denied.

**ARTICLE 14**  
**RESOLUTION OF CLAIMS**

**14.1** All Claims made in accordance with Article 13 shall be reviewed and evaluated by the Design Professional. If the Claim is not made in strict accordance with Article 13, it shall be rejected as waived. Any failure by the Design Professional to reject the Claim for failure to meet the requirements of Article 13 is not binding on the Owner and the Owner may reject the Claim for such failure.

**14.2** No later than seven (7) days from receipt of the Claim by the Design Professional, it shall:

- .1** Make a written request to the Contractor or Owner for more data to support the Claim;
- .2** Attempt to facilitate resolution of the Claim through informal negotiations; or
- .3** If the Claim is by the Contractor, make a written recommendation to the Owner, with a copy to the Contractor, that the Owner reject or approve all or part of the Claim and state the reasons for the Design Professional's recommendation. If the Claim is by the Owner, make a written recommendation to the Contractor, with a copy to the Owner, that the Contractor reject or approve all or part of the Claim and state the reasons for the Design Professional's recommendation.

**14.3** If the Design Professional requests more data from the Contractor or the Owner under subparagraph 14.2.1, the Contractor or Owner shall respond no later than seven (7) days from receipt of such request, and provide additional data, provide a date certain by which additional data will be provided, or state that it will not provide additional data. Upon receipt of data, if any, in accordance with this section, the Design Professional will complete the evaluation of the Claim. Failure to respond at all or failure to provide data by the date specified in the response to the request shall result in the Claim being evaluated based on the information in the Design Professional's possession.

**14.4** In evaluating the Claim, the Design Professional may consult with the Contractor, the Owner or other persons with knowledge or expertise that may assist the Design Professional in its evaluation.

**14.5** No later than fourteen (14) days after receipt by the Owner of the Design Professional's recommendation regarding the Contractor's Claim, the Owner shall, in writing, notify the Contractor and the Design Professional of its decision regarding the Claim. No later than fourteen (14) days after receipt by the Contractor of the Design Professional's recommendation regarding the Owner's Claim, the Contractor shall, in writing, notify the Owner and the Design Professional of its decision regarding the Claim.

**14.6** The Owner's decision regarding the Contractor's Claim is binding on the Owner and the Contractor but is subject to mediation in accordance with this Contract, and the Contractor's decision regarding the Owner's Claim is binding on the Owner and the Contractor but is subject to mediation in accordance with this Contract.

**ARTICLE 15**  
**SUBCONTRACTORS**

**15.1** A document in the form of Exhibit E shall be completed and submitted upon execution of this Contract and those subcontractors named therein shall match those subcontractors named in the Contractor's bid unless otherwise agreed to in writing by the Owner. Also upon execution of this Contract by the Contractor, the Contractor shall identify to the Owner and the Design Professional, in writing, those parties intended as subcontractors on the Project not otherwise named in Exhibit E. The Owner shall, in writing, state any objections the Owner may have to one or more of such subcontractors. The Contractor shall not enter into a subcontract with an intended subcontractor with reference to whom the Owner objects. All subcontracts shall afford the Contractor rights against the subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights of Contract Termination as set forth in this Contract. All subcontractors shall, throughout the duration of this Contract, be properly licensed as Idaho Public Works Contractors.

**15.2** The Contractor conditionally assigns each of its subcontracts related to the Project to the Owner. All subcontracts between the Contractor and the subcontractors shall obligate the subcontractor to such conditional assignment. Upon a Termination by the Owner for cause under Paragraph 20.1, the Owner may accept such conditional assignment by written notification to the applicable subcontractor and to the Contractor. Such acceptance is subject to the rights of the Surety, if any, relating to the Contract.

## **ARTICLE 16 CHANGES IN THE WORK**

### **16.1** General

**.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article and elsewhere in the Contract Documents; and

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

### **16.2** Change Orders

**.1** A "Change Order" is a written instrument prepared by the Design Professional and signed by the Owner, Contractor and Design Professional, stating their agreement upon: a change in the work, any adjustment in the Fixed Price Contract Amount and any adjustment in the Contract Time;

**.2** Methods used in determining adjustments to the Fixed Price Contract Amount may include those listed in subparagraph 16.3.4;

**.3** The amount allowed for overhead and profit on any Change Order is limited to the amounts indicated in subparagraph 16.3.11;

**.4** Any Change Order prepared, including those arising by reason of the parties' mutual agreement or by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the Work, including all direct, indirect and consequential costs associated with such change and any and all adjustments to the Fixed Price Contract Amount and Contract Time. In the event a Change Order increases the Fixed Price Contract Amount, the Contractor shall include the Work covered by such Change Order in the Contractor's Request for Payment as if such Work were originally part of the Project and Contract Documents; and

**.5** By the execution of a Change Order, the Contractor agrees and acknowledges that it has had sufficient time and opportunity to examine the change in Work which is the subject of the Change Order and that it has undertaken all reasonable efforts to discover and disclose any concealed or unknown conditions which may to any extent affect the Contractor's ability to perform in accordance with the Change Order. Aside from those matters specifically set forth in the Change Order, the Owner shall not be obligated to make any adjustments to either the Fixed Price Contract Amount or Contract Time by reason of any conditions affecting the change in Work addressed by the Change Order, which could have reasonably been discovered or disclosed by the Contractor's examination.

### **16.3** Construction Change Directive (CCD)

**.1** A "Construction Change Directive" is a written order prepared by the Design Professional and signed by the Owner and Design Professional directing a change in the Work prior to agreement on adjustment, if any, in the Fixed Price Contract Amount or Contract Time or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, the Fixed Price Contract Amount and Contract Time being adjusted accordingly;



.2 A Construction Change Directive, within limitations, may also be used to incorporate minor changes in the Work agreed to by the Design Professional's representative, the Owner's Field Representative and the Contractor's superintendent or project manager. The limits of these representatives' authority with regard to Construction Change Directives shall be documented in writing by the Design Professional, Owner and Contractor;

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

.4 If the Construction Change Directive provides for an adjustment to the Fixed Price Contract Amount, the adjustment shall be based on one (1) of the following methods:

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

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

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

.4 As provided in subparagraph 16.3.7;

.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Design Professional in writing within forty-eight (48) hours of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Fixed Price Contract Amount or Contract Time;

.6 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Fixed Price Contract Amount and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be incorporated into a future Change Order;

.7 If the Contractor does not respond promptly or disagrees with the method for adjustments in the Fixed Price Contract Amount or Contract Time, the method and the adjustment shall be determined by the Design Professional on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Fixed Price Contract Amount, an allowance for overhead and profit in accordance with subparagraph 16.3.11. In such case of an increase in Fixed Price Contract Amount, and also under subparagraph 16.3.4, the Contractor shall keep and present, in such form as the Design Professional may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this subsection shall be limited to the following:

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

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

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

.4 Costs of permit fees and sales, use or similar taxes related to the Work; and

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

.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Fixed Price Contract Amount shall be for the actual net cost of the decrease, confirmed by the Design Professional. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change;

**.9** Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in the Contractor's Request for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs;

**.10** When the Owner and Contractor agree with the determination by the Design Professional concerning the adjustments in the Fixed Price Contract Amount and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order; and

**.11** For purposes of subparagraphs 16.2.3 and 16.3.7, the allowance for combined overhead, profit, bonds and insurance shall be limited as follows, unless otherwise provided in the Contract Documents:

**.1** For changes, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier combined shall not exceed fifteen percent (15%) of direct costs; or

**.2** The Contractor will determine the apportionment between the Contractor and its subcontractors of allowable amounts of overhead, profit, bonds and insurance.

**16.4** The Design Professional will have authority to order minor changes in the Work not involving adjustment in the Fixed Price Contract Amount or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

## **ARTICLE 17**

### **DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK**

**17.1** If the Contractor covers, conceals or obscures its Work in violation of this Contract or in violation of a directive or request from the Owner or the Design Professional, such Work shall be uncovered and displayed for the Owner's or Design Professional's inspection upon request and shall be reworked at no cost in time or money to the Owner.

**17.2** If any of the Work is covered, concealed or obscured in a manner not addressed by Paragraph 17.1, it shall, if directed by the Owner or the Design Professional, be uncovered and displayed for the Owner's or Design Professional's inspection. If the uncovered Work conforms strictly with this Contract, the costs incurred by the Contractor to uncover and subsequently replace such Work shall be borne by the Owner. Otherwise, such costs shall be borne by the Contractor.

**17.3** The Contractor shall, at no cost in time or money to the Owner, promptly correct Work (fabricated, installed or completed) rejected by the Owner or by the Design Professional as defective or that fails to conform to this Contract whether discovered before or after Substantial Completion. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof.

**17.4** In addition to any other warranty obligations in this Contract, the Contractor shall be specifically obligated to correct, upon written direction from the Owner, any and all defective or nonconforming Work for a period of twelve (12) months following Substantial Completion.

**17.5** The Owner may, but shall in no event be required to, choose to accept defective or nonconforming Work. In such event, the Fixed Price Contract Amount shall be reduced by the lesser of: (i) the reasonable costs of removing and correcting the defective or nonconforming Work; or (ii) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Fixed Price Contract Amount, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming work.

**ARTICLE 18**  
**TERMINATION BY THE CONTRACTOR**

**18.1** The Contractor may terminate the Contract if the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a subcontractor, sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order by a court or by another public authority having jurisdiction and authority which requires all Work to be stopped; or
- .2 An act of government, such as a declaration of national emergency, which requires all Work to be stopped.

**18.2** In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract pursuant to Paragraph 20.3.

**ARTICLE 19**  
**OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE**

**19.1** The Owner may, at any time and without cause, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. If the Owner directs any such suspension, the Contractor must immediately comply with same.

**19.2** In the event the Owner directs a suspension of performance under this Article, and such suspension is through no fault of the Contractor, the Fixed Price Contract Amount and Contract Time shall be adjusted for increases in the cost and time caused by such suspension, delay or interruption to cover the Contractor's reasonable costs, actually incurred and paid, of:

- .1 Demobilization and remobilization, including such costs paid to subcontractors;
- .2 Preserving and protecting Work in place;
- .3 Storage of materials or equipment purchased for the Project, including insurance thereon; and
- .4 Performing in a later, or during a longer, time frame than that provided by this Contract.

**19.3** The adjustment of the Fixed Price Contract Amount shall include an amount for a reasonable profit. The adjustment of the Fixed Price Contract Amount shall not include any amount not otherwise allowed under this Contract, including any limitations applicable to Claims. The Contractor shall provide supporting documentation related to any increase upon request of the Owner. No adjustment shall be made to the extent:

- .1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 That an equitable adjustment is made or denied under another provision of the Contract.

**ARTICLE 20**  
**TERMINATION BY THE OWNER**

The Owner may terminate this Contract in accordance with the following terms and conditions:

**20.1** If the Contractor does not perform the Work, or any part thereof, in accordance with the Contract Documents, or in a timely manner; does not supply adequate labor, supervisory personnel, or proper equipment or materials; fails to pay subcontractors; fails to timely discharge its obligations for labor, equipment, and materials; proceeds to disobey

applicable law; or otherwise breaches this Contract, then the Owner, in addition to any other rights it may have against the Contractor, may terminate the Contract and assume control of the Project site and of all materials and equipment at the site and may complete the Work. In such case, the Contractor shall not be paid further until the Work is complete. Upon such Termination, the Owner may, subject to any superior rights of the Surety, take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor; accept assignment of those subcontracts conditionally assigned under Paragraph 15.2; and finish the Work by whatever reasonable method the Owner may deem expedient.

**20.2** When the Owner terminates the Contract for cause as provided in Paragraph 20.1, the Contractor shall not be entitled to receive further payment until the Work is finished and shall only be entitled to payment for Work satisfactorily performed by the Contractor in accordance with the Contract Documents. If the costs of finishing the Work, including compensation for the Design Professional's services and expenses made necessary thereby, exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Paragraph 20.1 and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination under Paragraph 20.3 and the provisions of Paragraph 20.3 shall apply.

**20.3** The Owner may, at any time and for any reason, terminate this Contract. The Owner shall give no less than seven (7) days' written notice of such Termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such Termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee. The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has. When terminated pursuant to this section, the following shall apply:

.1 The Contractor shall submit a Termination Claim to the Owner and the Design Professional specifying the amounts claimed due because of the Termination, together with costs, pricing or other supporting data required by the Owner or the Design Professional. Failure by the Contractor to file a Termination Claim within ninety (90) days from the effective date of termination shall be deemed a complete waiver by the Contractor of any right to any payment;

.2 Before or after receipt of the Termination Claim, the Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder; and

.3 If the Contractor has filed the Termination Claim but the Contractor and the Owner do not agree on an amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

.1 Unpaid Contract prices for labor, materials, equipment and other services provided or perfected prior to termination and acceptable to or accepted by the Owner;

.2 Reasonable costs incurred in preparing to perform the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct job-site overhead and profit related to such preparation (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated loss, if any; and

.3 Reasonable costs of settling and paying claims arising out of the Termination of subcontracts or orders pursuant to this Paragraph 20.3.

**20.4** Costs described in subparagraphs 20.3.3.2 or 20.3.3.3 above shall not include amounts paid in accordance with other provisions hereof. In no event shall the total sum to be paid the Contractor under subparagraph 20.3.3 exceed the total Fixed Price Contract Amount, as properly adjusted, reduced by the amount of payments previously

or otherwise made and by any other deductions permitted under this Contract and shall in no event include duplication of payment.

## **ARTICLE 21 CONTRACTOR'S LIABILITY INSURANCE**

**21.1** The Contractor, subcontractor and sub-subcontractor shall purchase and maintain in full force and effect from a company or companies lawfully authorized to do business in the State of Idaho such insurance as will protect the Contractor, subcontractor and sub-subcontractor from claims set forth below which may arise out of or result from the Contractor's or subcontractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts which are applicable to the work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage which are sustained: (i) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor; or (ii) by another person;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Article 11.

**21.2** The insurance required by Paragraph 21.1 above shall be written for not less than limits of liability specified in this Contract or as required by law, whichever is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. In addition, for any insurance required that is obtained on a claims-made basis, "tail coverage" is required at the completion of the Work for twenty-four (24) months. Continuous claims-made coverage will be acceptable in lieu of "tail coverage" provided the retroactive date is on or before the effective date of this Contract or twenty-four (24) months "prior acts" coverage is provided.

- .1 The insurance required by Paragraph 21.1 above shall be written for not less than the following limits:
  - .1 Workers' Compensation and Employer's Liability
    - (a) State Workers Compensation: Statutory
    - (b) Employer's Liability: \$100,000 per Accident  
\$500,000 Disease, Policy Limit  
\$100,000 Disease, Each Employee

**.2** Comprehensive Commercial General Liability and Umbrella Liability Insurance. Contractor shall maintain Commercial General Liability ("CGL") and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project location;

CGL insurance shall be written on Insurance Services Office ("ISO") occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operation, independent contractors, products-completed operations, personal (including employee acts) and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). As applicable, coverage must also include a broad form CGL endorsement if the substitute insurance is a 1973 edition CGL or its equivalent;

Owner shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 and CG 20 37 or their equivalent, which endorsement shall include coverage for the Owner with respect to liability arising out of the Work, including completed operations of Contractor, and which coverage shall be maintained in effect for the benefit of Owner for a period of two (2) years following the completion of the work specified in this Contract. Additional insured coverage as required in this subparagraph shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Owner;

(a) For the hazards of explosion, collapse, and damage to underground property, commonly referred to as XCU, coverage shall be required if the exposures exist; and

This coverage may be provided by the subcontractor if the Owner and prime Contractor are named as additional insureds;

**.3** Business Auto and Umbrella Liability Insurance: Contractor shall maintain business, auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident;

Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos);

Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01;

If hazardous waste will be hauled, Contractor shall obtain pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) and the Motor Carrier Act endorsement (MCS 90) shall be attached;

**.4** If the General Liability coverages are provided by Commercial Liability policies the:

**.1** General Aggregate shall be not less than \$2,000,000; and

**.2** Fire legal liability shall be provided in an amount not less than \$100,000 per occurrence; and

**.5** Umbrella Excess Liability. An umbrella policy may be used in combination with other policies to provide the required coverage.

**21.3** The Owner shall be named as additional insured or loss payee, as applicable, on the insurance required in subparagraphs 21.2.1.2, 21.2.1.3 and 21.2.1.5 above, and the insurance shall contain the severability of interest clause as follows:

"The insurance afforded herein applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's 'liability.' "

**21.4** The Contractor may include all subcontractors as insureds under the Contractor's policies in lieu of separate policies by each subcontractor. The Contractor must furnish the State of Idaho, Division of Public Works, with the required endorsements or certificates of insurance from each subcontractor which names the subcontractor, its officials, employees and volunteers as insureds.

**21.5** Certificates of Insurance for Workers' Compensation shall be on the standard form. Certificates of Insurance for Commercial or Comprehensive General Liability shall be the most current ACORD Form 25 or 28, must be acceptable to the Owner and shall be filed with the Owner prior to commencement of the Work. The Owner may require proof of coverage by an endorsement. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Contractor's Request for Payment as required by Article 7. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

## **ARTICLE 22 OWNER'S LIABILITY INSURANCE**

The Owner, at its option, may purchase or maintain insurance for protection against claims which may arise from operations under the Contract.

## **ARTICLE 23 PROPERTY INSURANCE**

**23.1** Unless otherwise provided, the Owner shall purchase or maintain, from a company or companies lawfully authorized to do business in the State of Idaho, property insurance written on a builders risk "all-risk" or equivalent policy form in an amount not less than the initial Fixed Price Contract Amount. Such property insurance shall be maintained until final payment to the Contractor has been made. This insurance shall include interests of the Owner, the Contractor, subcontractors and sub-subcontractors.

**23.2** Property insurance shall be on an "all-risk" or equivalent policy form and shall include, but not necessarily be limited to insurance against the perils of fire (with extended coverage) and mischief, collapse, earthquake, flood, windstorm, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover necessary and reasonable expenses for the Design Professional's expenses required as a result of such insured loss.

**23.3** If the property insurance requires deductibles, the Owner shall pay costs of such deductibles.

**23.4** Boiler and Machinery Insurance. The Owner will purchase and maintain boiler and machinery insurance, which shall specifically cover such insured objects during installation and testing.

**23.5** Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of the Owner's property due to fire or other hazards, however caused.

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

property damaged. The Owner does not waive its subrogation rights to the extent of its property insurance on structures or portions of structures that do not comprise the Work.

**23.7** The Contractor authorizes the Owner to negotiate and agree on the value and extent of, and to collect the proceeds payable with respect to, any loss under a policy of insurance carried by the Owner pursuant to any of the provisions of this Article. The Owner shall have full right and authority to compromise any claim, or to enforce any claim by legal action or otherwise, or to release and discharge any insurer, by and on behalf of the Owner and Contractor. The Owner shall provide written notice to Contractor of: (i) its having reached any such settlement or adjustment with an insurer; and (ii) the receipt of any funds pursuant to this Article. Any objection by the Contractor to a settlement or adjustment made under this Article must be made in writing to the Owner within five (5) business days of the notice from the Owner. The Owner and the Contractor agree to attempt to resolve the dispute by mutual agreement.

**23.8** A loss under the Owner's property insurance shall be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear, subject to requirements of any applicable mortgage clause.

**23.9** The Owner shall deposit proceeds so received, in a manner in which such proceeds can be separately accounted for, which proceeds the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract pursuant to Article 20, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 16.

**23.10** The Contractor shall pay subcontractors their shares of the insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to acknowledge the Owner's authority under this Article 23 and make payments to their sub-subcontractors in similar manner.

**23.11** Nothing contained in this Article 23 shall preclude the Contractor from obtaining, solely at its own expense, additional insurance not otherwise required.

## **ARTICLE 24 PERFORMANCE AND PAYMENT BONDS**

**24.1** The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than the Fixed Price Contract Amount and shall include a power of attorney attached to each bond. The signature of both the Contractor (principal) and the Surety are required. If the Surety is incorporated, both bonds must have the corporate seal. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Fixed Price Contract Amount is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be AIA Document A312, or a standard surety form certified approved to be the same as the AIA Document A312, and shall be executed by a Surety, or Sureties, reasonably acceptable to the Owner and authorized to do business in the State of Idaho.

**24.2** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

**24.3** It is the Contractor's obligation to notify the Surety in the event of changes in the Contract Documents, which in the absence of notification might serve to discharge the Surety's obligations, duties or liability under bonds or the Contract.



**ARTICLE 25  
PROJECT RECORDS**

**25.1** All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor or any subcontractor of the Contractor, shall be made available to the Owner or the Design Professional for inspection and copying upon written request. Furthermore, said documents shall be made available, upon request by the Owner, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos or other writings or things which document the Project, its design and its construction. Said records expressly include those documents reflecting the cost of construction to the Contractor. The Contractor shall maintain and protect these documents for no less than four (4) years after final completion or termination of the Contract or for any longer period of time as may be required by law or good construction practice.

**ARTICLE 26  
MISCELLANEOUS PROVISIONS**

**26.1** The law is hereby agreed to be the law of the State of Idaho. The parties further agree that venue for any proceeding related to this Contract shall be in Boise, Ada County, Idaho, unless otherwise mutually agreed by the parties.

**26.2** Pursuant to Section 54-1904A, Idaho Code, within thirty (30) days after award of this Contract, the Contractor shall file with the Idaho State Tax Commission, with a copy to the Owner, a signed statement showing the date of Contract award, the names and addresses of the home offices of contracting parties, including all subcontractors, the state of incorporation, the Project Number and a general description of the type and location of the Work, the amount of the prime contracts and all subcontracts and all other relevant information which may be required on forms which may be prescribed by the Idaho State Tax Commission.

**26.3** The Contractor, in consideration of securing the business of erecting or constructing public works in the State of Idaho, recognizing that the business in which it is engaged is of a transitory character, and that in the pursuit thereof, its property used therein may be without the state when taxes, excises or license fees to which it is liable become payable, agrees:

.1 To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its sub-divisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this Contract, whether or not the same shall be payable at the end of such term;

.2 That if the said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists even though the same constitute liens upon its property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and

.3 That, in the event of its default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this Contract may withhold from any payment due it hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said Contractor is liable.

**26.4** Before entering into a Contract, the Contractor shall be authorized to do business in the State of Idaho and shall submit a properly executed Contractor's Affidavit Concerning Taxes (Exhibit D).

**26.5** Pursuant to Section 44-1002, Idaho Code, it is provided that each Contractor "must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under any such contract except where under such contracts fifty (50) or less persons are employed the contractor may employ ten percent (10%) nonresidents, provided, however, in all cases employers must give preference to the employment of bona fide residents in the performance of said work, and no contract shall be let to any person, firm, association, or corporation refusing to execute an agreement with the above mentioned provisions in it; provided, that, in contracts involving the expenditure of federal aid funds this act shall not be enforced in such a manner as to conflict with or be contrary to the federal

statutes prescribing a labor preference to honorably discharged soldiers, sailors, and marines, prohibiting as unlawful any other preference or discrimination among citizens of the United States." (Ref. Section 44-1001, Idaho Code)

**26.6** The Contractor shall maintain, in compliance with Title 72, Chapter 17, Idaho Code, a drug-free workplace program throughout the duration of this Contract and shall only subcontract work to subcontractors who have programs that comply with Title 72, Chapter 17, Idaho Code.

**26.7** As between the Owner and Contractor as to acts or failures to act, any applicable statute of limitations shall commence to run and any legal cause of action shall be deemed to have accrued in any and all events in accordance with Idaho law.

**26.8** The Contractor and its subcontractors and sub-subcontractors shall comply with all applicable Idaho statutes with specific reference to Idaho Public Works Contractors' licensing laws in the State of Idaho, Title 54, Chapter 19, Idaho Code, as amended.

**26.9** The Contractor shall not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States and take steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties not to exceed five percent (5%) of the Fixed Price Contract Amount per violation and/or Termination of this Contract. The Contractor also acknowledges that, if it is a natural person, it is subject to Title 67, Chapter 79, Idaho Code regarding verification of lawful presence in the United States.

## **ARTICLE 27 EQUAL OPPORTUNITY**

The Contractor shall maintain policies of employment as follows:

**27.1** The Contractor and the Contractor's subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age or national origin. Such action shall include the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

**27.2** The Contractor and the Contractor's subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age or national origin.

## **ARTICLE 28 SUCCESSORS AND ASSIGNS**

**28.1** Each party binds itself, its successors, assigns, executors, administrators or other representatives to the other party hereto and to successors, assigns, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Contract. The Contractor shall not assign this Contract or any part of it or right or obligation pursuant to it without prior written consent of the Owner. If Contractor attempts to make assignment without consent of Owner, Contractor shall remain legally responsible for all obligations under this Contract.

**ARTICLE 29  
SEVERABILITY**

**29.1** In the event any provision or section of this Contract conflicts with applicable law or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and shall be carried into effect.

**ARTICLE 30  
MEDIATION**

**30.1** Contractor Claims for additional cost or time are subject to Article 13, shall be reviewed as provided in accordance with that Article and, as a condition precedent to litigation, are subject to dispute resolution attempts and mediation in accordance with this Article. All other issues and disputes arising from this contract are also subject to dispute resolution attempts & mediation in accordance with this Article, as a condition precedent to litigation.

**30.2** The parties agree that resolution of any dispute or disagreement without formal legal proceedings is to their mutual benefit and to the benefit of the Project.

**30.3** The parties agree to make every reasonable attempt to resolve any issues or disputes informally. The parties further agree that prior to the institution by either of legal or equitable proceedings of any kind, and as a condition precedent thereto, any dispute between the Contractor and the Owner related to the Contract, including a dispute over the Owner's decision regarding a Claim, shall be subject to mediation as follows:

.1 If the issue to be mediated involves only a dispute regarding the Contract Time, no request to mediate shall be made unless liquidated damages have been assessed by the Owner. If the issue to be mediated involves a Claim or other financial dispute, no request to mediate shall be made unless the amount is \$50,000 or more or until there are cumulative Claims or disputes amounting to \$50,000 or more; provided, however, that a mediation request can be made as to any Claim or financial matter at any time after Substantial Completion;

.2 The party seeking mediation shall notify the other party in writing of its mediation request. In such written request, the requesting party must clearly describe the issues it believes are subject to mediation;

.3 Within fifteen (15) days of receipt of the mediation request, the non-requesting party shall respond in writing to the request;

.4 Unless the Owner and the Contractor agree to other rules for mediation, mediation shall be in accordance with the Construction Industry Rules of Arbitration and Mediation Procedures in effect at the time of the mediation;

.5 The parties shall share the mediator's fee and any filing fees equally; provided, however, that if a party makes a written request to the mediator without satisfying the requirements of this section and by doing so incurs any costs or fees, that party shall be solely responsible for the costs or fees;

.6 Unless otherwise mutually agreed to by the parties, the mediation shall be in Boise, Ada County, Idaho;

.7 The parties shall cooperate in arranging the other details of mediation, such as selection of the mediator, mediation dates and times;

.8 The parties agree that all parties necessary to resolve the matter shall be parties to the same mediation proceeding; provided, however, that no subcontractor or sub-subcontractor shall attend the mediation absent advance notice and consent from the Owner;

.9 Agreements reached in mediation shall be enforceable as settlement agreements in any court having proper jurisdiction; and

.10 Unless otherwise agreed in writing, the Contractor shall continue the Work and maintain the approved schedules during any mediation proceedings. If the Contractor continues to perform, the Owner shall continue to make payments in accordance with the Contract Documents.

30.4 If mediation fails to resolve the dispute, either party may file an action in the courts of Idaho in accordance with the venue provision contained in this Contract.

**ARTICLE 31  
WAIVER OF CONSEQUENTIAL DAMAGES**

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

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

.2 Damages incurred by the Contractor for principal office expenses, including the compensation of personnel stationed there; for losses of income, financing, business and reputation; loss of management or employee productivity or of the services of such persons; and for loss of profit except profit arising directly from the Work.

31.2 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Articles 18 and 20. Nothing contained in this paragraph shall be deemed to preclude an award of the assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth below.

OWNER  
State of Idaho  
Division of Public Works

By: \_\_\_\_\_  
Pat Donaldson, Administrator

Date Executed: \_\_\_\_\_

CONTRACTOR

\_\_\_\_\_  
(Contractor's Name- Typed)

SEAL

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Date Executed: \_\_\_\_\_

**EXHIBIT A**

**OWNER'S PROJECT IDENTIFICATION INFORMATION:**

DPW Project No. 23621  
Project Title: ISHS: Roof Overlay, SF/JCE Old Pen  
Project Location: Boise, ID

General Project Description: Roof Area " A, B & C " (Base Bid): Remove areas of blisters in existing B.U.R. and patch to match. Install new roofing system as follows: Fully adhered 80 mil single ply roofing membrane over mechanically attached ¼" Dens deck. Install new membrane wall flashing where occurs with new 24 Ga prefinished metal coping and two piece reglets where occurs. Temporarily remove and reinstall existing gutters and downspouts. Install new gutters and downspouts to match where indicated on drawings. New fascia board with prefinished metal. Patch and repair soffit as required, per drawings.

(Bid Alternate No.1): Existing crown molding under soffit to be removed and salvaged for reinstallation. Demo and dispose of existing soffit. Provide new fiber-cement soffit and trim, paint , color to match existing. Reinstall crown molding and paint.

(Bid Alternate No. 2): Resecure existing corner trim and lap siding as required at existing cupolas. Finish siding and corner trim with raw linseed oil. No work to existing windows.

**ADDENDA:** Addenda applicable to the Contract and made a part of are as follows:

Addendum No.    Dated \_\_\_\_\_  
Addendum No.    Dated \_\_\_\_\_  
Addendum No.    Dated \_\_\_\_\_

**FIXED PRICE CONTRACT AMOUNT AND ACCEPTED ALTERNATES:**

Base Bid Amount:		\$.00
Alternate No. <u>  1  </u>	Existing crown molding under soffit to be removed and salvaged for reinstallation.	
	add	\$.00
Alternate No. <u>  2  </u>	Resecure existing corner trim and lap siding as required at existing cupolas.	
	add	\$.00

**Total Fixed Price Contract Amount**  
( \_\_\_\_\_ ) Dollars **\$.00**

Contractor's Requests for Payment are to be submitted for Work accomplished through the last day of each month as described in Paragraph 7.3.

**TIME FOR PERFORMANCE AND LIQUIDATED DAMAGES:**

- A. The Contractor shall commence construction of its scope of the Work in accordance with the Notice to Proceed issued by the Owner, and which will become Exhibit F to this Contract.
- B. The Contractor shall accomplish Substantial Completion as defined in Article 6 of the Contract within ninety (90) consecutive calendar days from the date authorized to proceed in the Notice to Proceed.
- C. The amount of liquidated damages per day for each and every day of unexcused delay as outlined in Article 6 on the Contract is: Five Hundred Dollars (\$500.00)

**DRAWINGS AND SPECIFICATIONS**

The Owner shall furnish the Contractor 5 sets of Drawings and Project Manuals.

**EXHIBIT B**

**ADDRESSES and AUTHORIZED REPRESENTATIVES:** The names, addresses and authorized representatives of the Owner, the Contractor and the Design Professional are:

**OWNER:** State of Idaho  
Division of Public Works  
502 N. 4th Street  
P.O. Box 83720  
Boise, ID 83720-0072  
Pat Donaldson, Administrator

**Project Manager:** Lindsay Erb  
Telephone: (208) 332-1911  
E-mail: lindsay.erb@adm.idaho.gov  
Fax: (208) 334-4031  
May sign for Owner: Yes [ X ] No [ ]

**Field Representative:** Bruce Berry  
Telephone: (208) 332-1910  
E-mail: bruce.berry@adm.idaho.gov  
Fax: (208) 334-4031  
May sign for Owner: Yes [ X ] No [ ]

**CONTRACTOR:** \_\_\_\_\_ (company name)  
\_\_\_\_\_ (address)  
\_\_\_\_\_ (city, state, zip)  
\_\_\_\_\_ (telephone and FAX)  
Public Works Contractors License No. \_\_\_\_\_

**Officer:** \_\_\_\_\_ (name and title)  
\_\_\_\_\_ (telephone)  
\_\_\_\_\_ (E-mail)

Contractor's  
**Project Manager:** \_\_\_\_\_ (name)  
\_\_\_\_\_ (telephone and FAX)  
\_\_\_\_\_ (E-mail)  
May sign for Contractor: Yes [ ] No [ ]  
Change Orders: up to: \$\_\_\_\_.00  
Construction Change Authorizations: up to: \$\_\_\_\_.00  
Contractor's Request for Payment

Contractor's  
**Superintendent:** \_\_\_\_\_ (name)  
\_\_\_\_\_ (telephone and FAX)  
\_\_\_\_\_ (E-mail)  
May sign for Contractor: Yes [ ] No [ ]  
Construction Change Authorizations: up to \$\_\_\_\_.00

**DESIGN  
PROFESSIONAL:**

Hutchison Smith Architects  
270 N. 27<sup>th</sup> Street, Suite 200  
Boise, ID 83702  
(208) 338-1212

Professional's  
Project Manager:

Glenn Robinette  
Professional License No. AR-984722  
(208) 338-1212  
grobinette@hsaarchitects.com

Professional's  
Field Representative:

Jimmy O'Connor  
(208) 338-1212  
joconnor@hsaarchitects.com

May sign for Design Professional:

Field Reports	Yes [ X ]	No [ ]
Change Order Proposal Requests	Yes [ X ]	No [ ]
Construction Change Authorization:	Yes [ X ]	No [ ]
Construction Change Order	Yes [ X ]	No [ ]
Design Professional's Supplemental Instructions	Yes [ X ]	No [ ]
Interpretations of the Contract Documents	Yes [ X ]	No [ ]
Contractor's Request for Payment	Yes [ X ]	No [ ]
Acceptance of Substantial Completion	Yes [ X ]	No [ ]
Acceptance of final completion	Yes [ X ]	No [ ]

## EXHIBIT C

### **LIST OF DRAWINGS:**

A0.0 Cover Sheet

Architectural

A1.0 Roof Plan

A1.1 Roof Plan Area A

A1.2 Roof Plan Areas B & C

### **LIST OF SPECIFICATIONS:**

#### **DIVISION 1 – GENERAL REQUIREMENTS**

011000 Summary

012300 Alternates

012500 Substitution Procedures

012600 Contract Modification Procedures

012900 Payment Procedures

013100 Project Management and Coordination

013200 Construction Progress Documentation

013300 Submittal Procedures

015000 Temporary Facilities and Controls

016000 Product Requirements

017300 Execution

017700 Closeout Procedures

017823 Operation and Maintenance Data

017839 Project As-Built Documents

#### **DIVISION 2 – SITE CONSTRUCTION - NOT USED**

#### **DIVISION 3 – CONCRETE – NOT USED**

#### **DIVISION 4 – MASONRY- NOT USED**

#### **DIVISION 5 – METALS – NOT USED**

#### **DIVISION 6 – WOOD AND PLASTICS**

061000 Rough Carpentry

#### **DIVISION 7 – THERMAL AND MOISTURE PROTECTION**

074646 Fiber-Cement Siding

075423 Thermoplastic-Polyolefin (TPO) Roofing

5-Year Roofing Warranty

30-Year State of Idaho Guaranty

076200 Sheet Metal Flashing and Trim

079200 Joint Sealants

#### **DIVISION 8 – DOORS AND WINDOWS – NOT USED**

#### **DIVISION 9 – FINISHES**

099113 Exterior Painting

#### **DIVISION 10 – SPECIALTIES – NOT USED**

#### **DIVISION 11 – EQUIPMENT – NOT USED**

#### **DIVISION 12 – FURNISHINGS – NOT USED**

#### **DIVISION 13 – SPECIAL CONSTRUCTION – NOT USED**

#### **DIVISION 14 – CONVEYING SYSTEMS - NOT USED**

#### **DIVISION 15 – MECHANICAL - NOT USED**

#### **DIVISION 16 – ELECTRICAL- NOT USED**



**DETAILS**

- A700 New Roofing Assembly
- A701 Wall Flashing Detail
- A702 Parapet Detail
- A703 Interior Parapet Wall Flashing
- A704 Eave Detail
- B704 Rake Detail
- A705 Cupola Wall Flashing
- A706 Pipe Penetration
- A707 Plumbing Vent Flashing Detail
- A708 Exhaust Fan Detail
- A709 Ridge Detail

**EXHIBIT D**

**CONTRACTOR'S AFFIDAVIT CONCERNING TAXES**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Pursuant to the Title 63, Chapter 15, Idaho Code I, the undersigned, being duly sworn, depose and certify that all taxes, excises and license fees due to the State or its taxing units, for which I or my property is liable then due or delinquent, has been paid, or arrangements have been made, before entering into a Contract for construction of any public works in the State of Idaho.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State SEAL

By:

\_\_\_\_\_  
(Signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

Residing at: \_\_\_\_\_

Commission expires: \_\_\_\_\_

**EXHIBIT E – Not Applicable**

**NAMED SUBCONTRACTORS:**

Pursuant to Section 67-2310, Idaho Code, commonly known as the naming law, the names and addresses of the entities who will perform the plumbing, heating and air conditioning and electrical work were named in the bid and are as follows:

Plumbing (PWCL Category 15400)

(Name) \_\_\_\_\_  
(Address) \_\_\_\_\_

Idaho Public Works Contractors License No. \_\_\_\_\_

Idaho Plumbing Contractors License No. \_\_\_\_\_

Heating Ventilating & Air Conditioning (PWCL Category 15700-HVAC)

(Name) \_\_\_\_\_  
(Address) \_\_\_\_\_

Idaho Public Works Contractors License No. \_\_\_\_\_

Idaho HVAC Contractors License No. \_\_\_\_\_

Electrical (PWCL Category 1600)

(Name) \_\_\_\_\_  
(Address) \_\_\_\_\_

Idaho Public Works Contractors License No. \_\_\_\_\_

Idaho Electrical Contractors License No. \_\_\_\_\_

**EXHIBIT F**

**NOTICE TO PROCEED**

TO CONTRACTOR:

DPW NUMBER:

CONTRACT DATE:

ARCHITECT:

Hutchison Smith Architects

CONTRACT AMOUNT: \$

DATE OF ISSUANCE:

OWNER:

State of Idaho

---

You are hereby notified to commence work on the above referenced contract on/or before \_\_\_\_\_ and are to substantially complete the work within \_\_\_\_\_ consecutive calendar days thereafter; therefore your contract completion date is \_\_\_\_\_.

The contract provides for the sum of \$ \_\_\_\_\_ as liquidated damages for each consecutive calendar day after the above established substantial completion date that the work remains incomplete. Completion date will be established by "Certificate of Substantial Completion."

You are reminded that any changes to the original contract document regarding either cost or completion date must be effected by a change order approved by this department.

Your payment estimates must be submitted on Division of Public Works forms included herein. We will be most happy to assist you in preparing the payment estimate forms.

\_\_\_\_\_ has been appointed Field Representative for this project. Please contact him at **332-** \_\_\_\_\_ prior to beginning work. A pre-construction meeting will be held \_\_\_\_\_, at \_\_\_\_\_, at \_\_\_\_\_ **(location)**

Sincerely,

PAT DONALDSON  
ADMINISTRATOR

PD:pb

DISTRIBUTION: Tax Commission  
Division of Building Safety  
Risk Management (w/ Builder's Risk Application, if applicable)  
(Project Manager)  
Fiscal Office TAX ID xx-xxxxxxx

**EXHIBIT G**  
**Idaho State Tax Commission**  
**REQUEST FOR TAX RELEASE**

Date: \_\_\_\_\_

**PART I -- AWARDING AGENCY INFORMATION:**

Name of agency		Mailing address	City, state, and ZIP Code
Contact name	Phone number	Email address	

**PART II -- CONTRACTOR INFORMATION:**

Name of contractor		Mailing address	City, state, and ZIP Code
Federal EIN	Contact name	Phone number	Email address

**PART III -- CONSTRUCTION/CONTRACT MANAGER INFORMATION (if applicable):**

Name of business		Mailing address	City, state, and ZIP Code
Federal EIN	Contact name	Phone number	Email address

Send a copy of the approved Tax Release to: Awarding Agency  Contractor  Construction Manager

**NOTE:** We will email all copies unless otherwise requested

**PART IV -- PROJECT INFORMATION:**

Name of project		Location of project	
Description of project			
Project number assigned by awarding agency	Project start date	Project completion date	Final/closing contract amount (includes all change orders) \$

Did any government entities supply materials which were installed by this contractor or its subs?: Yes  No

If YES, list these materials and their dollar values. (Attach additional information if needed)

List Materials	List Dollar Values of Materials
	\$
	\$
	\$

Send to: Contract Desk/Sales Tax Audit  
 Idaho State Tax Commission  
 PO Box 36  
 Boise ID 83722-0410  
 Phone: (208) 334-7618 • Fax: (208) 332-6619 • Email: [contractdesk@tax.idaho.gov](mailto:contractdesk@tax.idaho.gov)

**NOTE:** Please allow 30 days to process a Tax Release Request. You must send a complete, signed Form WH-5 Public Works Contract Report to the Idaho State Tax Commission to complete this request.

EXHIBIT H

**RELEASE OF CLAIMS**

(TO BE COMPLETED FOR FINAL PAYMENT)

I, \_\_\_\_\_, do hereby release the State of Idaho from any and all claims of any character whatsoever arising under and by virtue of contract number \_\_\_\_\_ Dated \_\_\_\_\_ as amended, except as herein stated.

Dated \_\_\_\_\_ Contractor \_\_\_\_\_

**EXHIBIT J**

**Conditions Precedent to Final Payment**

Date: \_\_\_\_\_  
DPW Project No. \_\_\_\_\_  
Project Title: \_\_\_\_\_  
Location: \_\_\_\_\_

Send to:  
State of Idaho  
Division of Public Works  
502 N. Fourth Street  
Boise, Idaho 83702

Copy to:  
Design Professional  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Contractor's Responsibilities:**

Per Paragraph 7:13 of the Fixed Price Contract: As a condition precedent to final payment, the Contractor must furnish the owner, in the form and manner required by Owner, to be submitted to the Design Professional for approval, the following:

- Contractor's Final Request for Payment Form has been uploaded to OMS;
- Release of Claims form has been uploaded to OMS (DPW's form, Exhibit H);
- Contractor's Affidavit of Payment of Debts and Claims Form has been uploaded to OMS (AIA G706);
- Consent of Surety to Final Payment has been uploaded to OMS (AIA G707);
- Confirmation of all required training (DPW's Training Confirmation Exhibit K), product warranties, operating manuals, instruction manuals and other record documents, drawings and items customarily required of the Contractor has been uploaded to OMS.
- Public Works Contract Tax Release from the Idaho Tax Commission has been uploaded to OMS;
- Division of Building Safety Letter of Completion/Final Inspection has been uploaded to OMS (as required);
- Project Finalization and Start Up has been uploaded to OMS (as required, Exhibit L);

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

**Design Professional's Approval for Payment:**

- All Documents Required per Paragraph 7.13 of the Fixed Price Contract have been uploaded to OMS.
- All Warranties, Guarantees, etc. have been received, approved and have been uploaded to OMS.
- Contractor's As-Built Drawings, have been received, reviewed, approved and uploaded to OMS in PDF format.
- Final punch list with AE's verification that all items have been completed, has been uploaded to OMS.
- Record Drawings have been completed by AE. All required copies of the Record Documents and electronic media are attached and uploaded to OMS in PDF, and DWG 2010 format. DWG files should be bound in zip folder, or "e-transmit" folder, containing all drawing files with relevant dependencies (i.e. x-refs, images, title blocks, and pen settings). *Record Drawings are a requirement for the AE's final payment; not the Contractor's.*

To the best of my knowledge, information, and belief, and on the basis of my observations and inspections, I certify the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the required documentation required by Paragraph 7.13 of the fixed priced contract has been received. The entire balance, as shown on the attached Final Request for Payment, is due and payable.

\_\_\_\_\_  
Design Professional's Signature

\_\_\_\_\_  
Date

## SECTION 011000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Fixed Price Construction Contract and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:

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

- B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

#### 1.3 PROJECT INFORMATION

- A. Project Identification: DPW Project #23621 ISHS: Roof Overlay, SF/JCE Old Pen

- B. Project Location: 2445 Old Penitentiary Rd., Boise, ID 83712.

- C. Owner: State of Idaho, Department of Administration/Division of Public Works.

1. Owner's Representative: DPW Project Manager: Lindsay Erb, 602 N. 4<sup>th</sup> Street, Boise, Idaho 83702, 208-332-1908.  
Field Representative: Bruce Berry, 602 N. 4<sup>th</sup> Street, Boise, Idaho 83702, 208-332-1910.

2. Site Representative: Stephen Chesnut, Maintenance and Operations Supervisor, 2205 Old Penitentiary Rd., Boise, ID 83712

- D. Architect: Hutchison Smith Architects, Jimmy O'Connor, 208-338-1212.



#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

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

1. At Roof Area “ A, B & C ” (Base Bid): Remove areas of blisters in existing B.U.R. and patch to match. Install new roofing system as follows: Fully adhered 80 mil single ply roofing membrane over mechanically attached ¼” Dens deck. Install new membrane wall flashing where occurs with new 24 Ga prefinished metal coping and two piece reglets where occurs. Temporarily remove and reinstall existing gutters and downspouts. Install new gutters and downspouts to match where indicated on drawings. New fascia board with prefinished metal. Patch and repair soffit as required, per drawings.
2. (Bid Alternate No.1): Existing crown molding under soffit to be removed and salvaged for reinstallation. Demo and dispose of existing soffit. Provide new fiber-cement soffit and trim, paint , color to match existing. Reinstall crown molding and paint.
3. (Bid Alternate No. 2): Resecure existing corner trim and lap siding as required at existing cupolas. Finish siding and corner trim with raw linseed oil. No work to existing windows.

B. Type of Contract:

1. Project will be constructed under a single prime contract per the Division of Public Works Fixed Price Construction Contract between Owner and Contractor.

#### 1.5 ACCESS TO SITE

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

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

1. Limits: Confine construction operations to areas immediately adjacent to existing building and entrance.
2. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
  - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
  - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

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

- D. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.
- E. Security: The contractor shall maintain security of the building's roof areas and any staging areas throughout the project.
- F. Behavior and Dress: The Contractor and all Contractors representatives, to include subcontractors, consultants, vendors or other parties hired by the Contractor will maintain professional behavior and wear appropriate attire that always identifies their company while on the job site.

#### 1.6 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy the premises during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

#### 1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise indicated.
  - 1. Weekend Hours: No Construction (Observed Holidays included).
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  - 1. Notify Architect and Owner not less than three (3) business days in advance of proposed utility interruptions.
  - 2. Obtain Architect's and Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
  - 1. Notify Architect and Owner not less than three (3) business days in advance of proposed disruptive operations.
  - 2. Obtain Architect's and Owner's written permission before proceeding with disruptive operations.
- E. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

F. Contractor Parking will be discussed at pre-construction meeting.

## 1.8 PERMITS

A. Furnish all necessary permits for construction of the Work.

## 1.9 WASTE DISPOSAL

A. The contractor is responsible for any and all demolition and/or removal as necessary and required to fulfill the requirements of the Contract Documents.

## 1.10 TESTING AND INSPECTION

A. Notify Owner/Engineer at least 24 hours prior to commencement of Work requiring special inspection.

## 1.11 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

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

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

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

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

## SECTION 012300 - ALTERNATES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Fixed Price Construction Contract and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

#### 1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
  - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

#### 1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include, as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation, whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other Work of the Contract.
- C. Schedule: A Part 3 "Schedule of Alternates" Article is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternates

1. Base Bid: As indicated on Drawings and as specified in Section 011000 "Summary."
2. (Bid Alternate No.1): Existing crown molding under soffit to be removed and salvaged for reinstallation. Demo and dispose of existing soffit. Provide new fiber-cement soffit and trim, paint , color to match existing. Reinstall crown molding and paint.
3. (Bid Alternate No. 2): Resecure existing corner trim and lap siding as required at existing cupolas. Finish siding and corner trim with raw linseed oil. No work to existing windows.

END OF SECTION 012300

## SECTION 012500 - SUBSTITUTION PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Fixed Price Construction Contract and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

#### 1.3 DEFINITIONS

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

#### 1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit one copy of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use CSI Form 13.1A.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section.

Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. Certificates and qualification data, where applicable or requested.
  - g. List of similar installations for completed projects with project names and addresses and names and addresses of design professionals and owners.
  - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Design Professional's Action: If necessary, Design professional will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Design professional will notify Contractor of acceptance or rejection of proposed substitution within 7 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Design professional's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Design professional does not issue a decision on use of a proposed substitution within time allocated.

## 1.5 QUALITY ASSURANCE

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

## 1.6 PROCEDURES

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



## PART 2 - PRODUCTS

### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Design professional will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Design professional will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Requested substitution provides sustainable design characteristics that specified product provided.
    - c. Substitution request is fully documented and properly submitted.
    - d. Requested substitution will not adversely affect Contractor's construction schedule.
    - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - f. Requested substitution is compatible with other portions of the Work.
    - g. Requested substitution has been coordinated with other portions of the Work.
    - h. Requested substitution provides specified warranty.
    - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed.

## PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

## SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Fixed Price Construction Contract and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
  - 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

#### 1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710.

#### 1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within 5 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  4. Include costs of labor and supervision directly attributable to the change.
  5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
  7. Proposal Request Form: Use form acceptable to Architect.

#### 1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, the Architect will complete the Owner's Change Order Form and attach the Proposal Request and back-up. The Architect will then forward this documentation to the Owner's Project Manager who will create a Change Order through OMS for approval of the Owner and Contractor. Note approval is determined after Change Order is approved through OMS

#### 1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on form included in Project Manual. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

## SECTION 012900 - PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment on **DPW's Owners web-based management software (OMS)**.

#### 1.2 SCHEDULE OF VALUES (SOV)

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
  - 1. Submit the schedule of values on Owner's or other approved "schedule of values" form to Division of Public Works seven days after contract is approved.
  - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts where needed.
  - 3. Provide a separate line item in the SOV 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.
  - 4. Allowances: Provide a separate line item in the SOV 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.
  - 5. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.
  - 6. Overhead Costs: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
  - 7. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling three percent (3%) of the Contract Sum and subcontract amount.
  - 8. Review and approval by the Architect and Owner (DPW's Project Manager and DPW's Field Representative) is required prior to the first payment application.

### 1.3 PAYMENT APPLICATIONS

- A. Each Pay Application or Invoice shall be submitted via the OMS under the 'Cost Tracking/Contract Mgmt.' module where they will be **electronically approved** by the Contractor, Architect, and Owner (DPW Field Representative, DPW Project Manager, and DPW Senior Field Representative). The Schedule of Value must be included and attached in OMS with the Invoice.
- 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 Payment Application is the period indicated in the Agreement.
- C. Payment Application Times: Create Pay Applications on the Owners web-based management software by the 25<sup>th</sup> of the month and electronically submit for approval. The period covered by each Payment Application is one month, ending on the last day of the month.
- D. Initial Payment Application: Administrative actions and submittals that must precede or coincide with submittal of first Payment Application include the following:
  - 1. List of subcontractors.
  - 2. Contractor's construction schedule (preliminary if not final).
  - 3. Products list (preliminary if not final).
  - 4. Schedule of unit prices.
  - 5. Submittal schedule (preliminary if not final).
  - 6. Copies of building permits.
  - 7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  - 8. Initial progress report.
  - 9. Data needed to acquire Owner's insurance.
- E. Payment Application at Substantial Completion: After Architect issues the Certificate of Substantial Completion, upload a Payment Application showing 100 percent completion for portion of the Work claimed as substantially complete. Retainage will still be held by the Owner.
- F. Final Payment Application: After completing Project closeout requirements, submit final Payment Application 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. Marked up Record Drawings and Specifications.
  - 3. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  - 4. Contractor's Affidavit of Payment of Debts and Claims Form. AIA Document G706.
  - 5. Consent of Surety to Final Payment. AIA Document G707.
  - 6. Release of Claims form, Exhibit H. Evidence that claims have been settled.
  - 7. Confirmation of all required training, product warranties, operating manuals, instruction manuals and other record documents, drawings and items customarily required of the Contractor.
  - 8. Public Works Contract Tax Release from the Idaho Tax Commission.

9. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
10. Final liquidated damages settlement statement.
11. Authority Having Jurisdiction/Division of Building Safety (AHJ/DBS) inspection approval/occupancy permit.
12. Any and all other items required by DPW under the applicable contract requirements.

END OF SECTION 012900

## SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Fixed Price Construction Contract and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. RFIs.
  - 3. Digital project management procedures.
  - 4. Project meetings.

#### 1.3 DEFINITIONS

- A. RFI: Request for Information. Request from Owner, Design Professional, or Contractor seeking information required by or clarifications of the Contract Documents.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Key Personnel Names: Within seven (7) days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
  - 1. Email list to Architect and DPW Field Representative.

#### 1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.



2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and scheduled activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
  2. Preparation of the schedule of values.
  3. Installation and removal of temporary facilities.
  4. Processing of submittals.
  5. Progress meetings.
  6. Pre-installation conferences.
  7. Project closeout activities.
  8. Startup and adjustment of systems.

#### 1.6 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and upload an RFI in the Owners web-based management software (OMS).
1. Design Professional will approve RFIs with any comments through OMS.
  2. Design Professional shall notify DPW of the Design Professional's Representative who will receive and respond to RFIs.
  3. Contractor to upload RFIs in a prompt manner so as to avoid delays in the work or work of subcontractors.
  4. Contractor and Design Professional can copy any Team members the question and/or response within OMS.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Input information required by OMS.
  2. Specification Section number and title and related paragraphs, as appropriate.
  3. Drawing number and detail references, as appropriate.
  4. Field dimensions and conditions, as appropriate.
  5. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  6. Attachments: Upload sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. Design Professional's Action: Design Professional will review each RFI, determine action required, and respond. Allow seven (7) working days for Design Professional's response for each RFI. RFIs received by Design Professional after 1:00 p.m. will be considered as received the following working day.

1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Design Professional's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.
  2. Design Professional's action may include a request for additional information, in which case Design Professional's time for response will date from time of receipt by Design Professional of additional information.
  3. Design Professional's action on RFIs that may result in a change to the Contract Time or the Contract Sum in which case the Contractor may submit a Proposal Request to the Design Professional.
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Design Professional in writing within seven (7) days of receipt of the RFI response.
- D. On receipt of Design Professional's action, review response and notify Design Professional within seven (7) days if Contractor disagrees with response.

#### 1.7 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Web-Based Project Software: Use **Owner's** web-based management software site (OMS) for purposes of hosting and managing Project communication and documentation until Final Completion.
1. Web-based Project software site includes the following features for:
    - a. Compilation of Project data, including Contractor, subcontractors, Design Professional, Design Professional's consultants, Owner, and other entities involved in Project.
    - b. Access control for each entity for each workflow process, to determine entity's digital rights to create, modify, view, and print documents. The 'My Team' module Includes names of individuals and contact information.
    - c. Document workflow planning, allowing customization of workflow between project entities.
    - d. Creation, logging, tracking, and notification for Project communications required in other Specification Sections, including, but not limited to, RFIs, submittals, Minor Changes in the Work, Proposed Change Orders, Construction Change Directives, and Change Orders.
    - e. Tracking status of each Project communication in real time, and log time and date when responses are provided.
    - f. Handling PDFs or similar file formats, allowing markups by each entity. Provide security features to lock markups against changes once submitted.
    - g. Processing and tracking of payment applications.
    - h. Processing and tracking of contract modifications.
    - i. Creating and distributing meeting minutes.

- j. Document management for Drawings, Specifications, and coordination drawings, including revision control.
  - k. Management of Daily Field Reports.
  - l. Management of construction progress photographs.
  - m. Mobile device compatibility, including smartphones and tablets.
- B. PDF Document Preparation: Where PDFs are required to be submitted to Design Professional, prepare as follows:
- 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  - 2. Name file with submittal number or other unique identifier, including revision identifier.
  - 3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

## 1.8 PROJECT MEETINGS

- A. General: The Design Professional will schedule and conduct monthly meetings at the Project site unless otherwise indicated.
- B. Preconstruction Conference: The Owner will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Design Professional.
- 1. Attendees: Authorized representatives of Owner, Contractor and its superintendent, and major subcontractors shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Owner's standard preconstruction agenda will be used.:
  - 3. Minutes: The Design Professional will be responsible for the monthly meeting minutes and will record and distribute via the OMS
- C. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity when required by other sections and when required for coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Design Professional, Owner, of scheduled meeting dates.
  - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.

- h. Sustainable design requirements.
  - i. Review of mockups.
  - j. Possible conflicts.
  - k. Compatibility requirements.
  - l. Time schedules.
  - m. Weather limitations.
  - n. Manufacturer's written instructions.
  - o. Warranty requirements.
  - p. Compatibility of materials.
  - q. Acceptability of substrates.
  - r. Temporary facilities and controls.
  - s. Space and access limitations.
  - t. Regulations of authorities having jurisdiction.
  - u. Testing and inspecting requirements.
  - v. Installation procedures.
  - w. Coordination with other work.
  - x. Required performance results.
  - y. Protection of adjacent work.
  - z. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
  5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: The Contractor will conduct progress meetings at monthly intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner, Agency, and Design Professional, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
  - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - 1) Review schedule for next period.
  - b. Review present and future needs of each entity present, including the following:

- 1) Interface requirements.
  - 2) Sequence of operations.
  - 3) Resolution of BIM component conflicts.
  - 4) Status of submittals.
  - 5) Status of sustainable design documentation.
  - 6) Deliveries.
  - 7) Off-site fabrication.
  - 8) Access.
  - 9) Site use.
  - 10) Temporary facilities and controls.
  - 11) Progress cleaning.
  - 12) Quality and work standards.
  - 13) Status of correction of deficient items.
  - 14) Field observations.
  - 15) Status of RFIs.
  - 16) Status of Proposal Requests.
  - 17) Pending changes.
  - 18) Status of Change Orders.
  - 19) As-Built Updates.
  - 20) Pending claims and disputes.
  - 21) Documentation of information for payment requests.
4. Minutes: Contractor is responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- a. Schedule Updating: Contractor shall revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

END OF SECTION 013100

## SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Fixed Price Construction Contract and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Contractor's construction schedule.
  - 2. Construction schedule updating reports.
  - 3. Special reports.

#### 1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum unless otherwise approved by Design professional.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time belongs to Owner.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

- F. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. Five (5) paper copies.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
  - 1. Submit two paper copies of schedule plus two updated regularly at progress meetings, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- C. Special Reports: Submit at time of unusual event.

#### 1.5 COORDINATION

- A. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from entities involved and discuss activities with Owner to coordinate their requirements prior to submitting.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

### PART 2 - PRODUCTS

#### 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion and show final completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

#### 2.2 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report.

List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Design professional, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200



## SECTION 013300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

#### 1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Design Professional's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Design Professional's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

#### 1.3 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Design Professional and additional time for handling and reviewing submittals required by those corrections.

#### 1.4 SUBMITTAL FORMATS

##### A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Design Professional.
4. Name of Construction Manager.
5. Name of Contractor.
6. Name of firm or entity that prepared submittal.
7. Names of subcontractor, manufacturer, and supplier.
8. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
9. Category and type of submittal.
10. Submittal purpose and description.

11. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
  12. Drawing number and detail references, as appropriate.
  13. Indication of full or partial submittal.
  14. Location(s) where product is to be installed, as appropriate.
  15. Other necessary identification.
  16. Remarks.
  17. Signature of transmitter.
- B. Options: Identify options requiring selection by Design Professional.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Design Professional on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Submittals:
1. Upload Submittals on Owners web-based management software (OMS). Contractor to initiate the process via “Construction Management”, then “Submittal” tab within the website.
- E. Submittals for Web-Based Project Software: Prepare submittals as PDF files, or other format indicated by Project software website.

#### 1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Web-Based Project Software: Prepare submittals in PDF form, and upload to OMS. Enter required data in web-based software site to fully identify submittal.
  2. Samples: Prepare submittals and deliver to Design Professional.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on [**Design Professional's**] receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow seven (7) days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. [**Design Professional**] will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Resubmittal Review: Allow seven (7) days for review of each resubmittal.
- D. Resubmittals: Make resubmittals in same form as initial submittal.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site, (**as needed**). Use only final action submittals that are marked with approval notation from Design Professional's action stamp.

## 1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams that show factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

- a. Identification of products.
  - b. Schedules.
  - c. Compliance with specified standards.
  - d. Notation of coordination requirements.
  - e. Notation of dimensions established by field measurement.
  - f. Relationship and attachment to adjoining construction clearly indicated.
  - g. Seal and signature of professional engineer if specified.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
    - a. Project name and submittal number.
    - b. Generic description of Sample.
    - c. Product name and name of manufacturer.
    - d. Sample source.
    - e. Number and title of applicable Specification Section.
    - f. Specification paragraph number and generic name of each item.
  3. Transmittal: Upload PDF transmittal to the Owners web based management software under submittals. Include digital image file illustrating Sample characteristics, and identification information for record.
  4. Web-Based Project Software: Prepare submittals in PDF form, and upload to Owners web-based Project software website. Enter required data in web-based software site to fully identify submittal.
  5. Paper Transmittal: Include paper transmittal including complete submittal information indicated for samples delivered to the Design Professional.
  6. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  7. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit two (2) full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Design Professional will return submittal with options selected.
  8. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and

physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

- a. Number of Samples: Submit three (3) sets of Samples. Design Professional will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.
  - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
  - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Design Professionals and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- G. Test and Research Reports:
  1. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
  2. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
  3. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

## 1.7 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before uploading to the Owners web based management software.

- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp that is indicated on the web-based submittal. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
  - 1. Design Professional will not review submittals received from Contractor that do not have Contractor's review and approval.

## 1.8 DESIGN PROFESSIONAL'S REVIEW

- A. Action Submittals: Design Professional will review each submittal, indicate corrections or revisions required, and return it-within the "Comment" box on the web site.
  - 1. Submittals by Web-Based Project Software: Design Professional will indicate, on Project software website, the appropriate action.
    - a. Actions taken by indication on Project software website have the following meanings:
      - 1) Approved, No Exceptions Taken, Pending, Overdue, Complete, or Rejected.
- B. Informational Submittals: Design Professional will review each submittal and will not return it, or will return it if it does not comply with requirements. Design Professional will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Design Professional .
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be rejected for resubmittal without review.
- E. Submittals not required by the Contract Documents will be returned by Design Professional without action.

END OF SECTION 013300

## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

#### 1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Design Professional, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

#### 1.3 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions ICC/ANSI A117.1.

#### 1.4 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

## PART 2 - PRODUCTS

### 2.1 EQUIPMENT

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

## PART 3 - EXECUTION

### 3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
  - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

### 3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.3 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- C. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
- D. Telephone Service: Comply with IDOC regulations for cell phone use. Limit (1) cell phone for superintendent.



### 3.4 SUPPORT FACILITIES INSTALLATION

- A. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- D. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

### 3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities including ruts from modular delivery vehicle.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- D. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- E. Temporary Fire Protection: Maintain temporary fire-protection of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
  - 1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.

### 3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

## SECTION 016000 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
  - 1. Section 012500 "Substitution Procedures" for requests for substitutions.

#### 1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved by Design Professional through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification.

#### 1.3 ACTION SUBMITTALS

- A. Comparable Product Request Submittal: Submit request for consideration of each comparable product. Identify basis-of-design product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.

2. Design Professional's Action: If necessary, Design Professional will request additional information or documentation for evaluation within seven (7) days of receipt of a comparable product request. Design Professional will notify Contractor of approval or rejection of proposed comparable product request within seven (7) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.
  - a. Form of Design Professional's Approval of Submittal: As specified in Section 013300 "Submittal Procedures."
  - b. Use product specified if Design Professional does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

#### 1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

#### 1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
  1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
  1. Store products to allow for inspection and measurement of quantity or counting of units.
  2. Store materials in a manner that will not endanger Project structure.
  3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
  4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.

5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

## 1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
  1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
  4. Where products are accompanied by the term "as selected," Design Professional will make selection.
  5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:

1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - a. Sole product may be indicated by the phrase: "Subject to compliance with requirements, provide the following: ..."
2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - a. Sole manufacturer/source may be indicated by the phrase: "Subject to compliance with requirements, provide products by the following: ..."
3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - a. Limited list of products may be indicated by the phrase: "Subject to compliance with requirements, provide one of the following: ..."
4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, which complies with requirements.
  - a. Non-limited list of products is indicated by the phrase: "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following: ..."
5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - a. Limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, provide products by one of the following: ..."
6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, which complies with requirements.
  - a. Non-limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following: ..."
7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics

that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

- a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.
- C. Visual Matching Specification: Where Specifications require "match Design Professional's sample," provide a product that complies with requirements and matches Design Professional's sample. Design Professional's decision will be final on whether a proposed product matches.
1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Design Professional from manufacturer's full range" or similar phrase, select a product that complies with requirements. Design Professional will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration of Comparable Products: Design Professional will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Design Professional may return requests without action, except to record noncompliance with these requirements:
1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
  2. Evidence that proposed product provides specified warranty.
  3. List of similar installations for completed projects with project names and addresses and names and addresses of Design Professionals and owners, if requested.
  4. Samples, if requested.

END OF SECTION 016000

## SECTION 017300 - EXECUTION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Installation of the Work.
  - 3. Cutting and patching.
  - 4. Progress cleaning.
  - 5. Starting and adjusting.
  - 6. Protection of installed construction.
  
- B. Related Requirements:
  - 1. Section 011000 "Summary" for limits on use of Project site.
  - 2. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.

#### 1.2 INFORMATIONAL SUBMITTALS

- A. Certificates: Upload certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.

#### 1.3 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
  - 2. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
    - a. Water, moisture, or vapor barriers.
    - b. Membranes and flashings.
    - c. Exterior curtain-wall construction.
    - d. Sprayed fire-resistive material.
    - e. Equipment supports.
    - f. Piping, ductwork, vessels, and equipment.



- g. Noise- and vibration-control elements and systems.
- 3. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Design Professional's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Design Professional for the visual and functional performance of in-place materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services; and other utilities.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Design Professional according to requirements in Section 013100 "Project Management and Coordination."

### 3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Where possible, select tools or equipment that minimize production of excessive noise levels.
- G. Remove and replace damaged, defective, or non-conforming Work.

### 3.4 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

- B. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."

### 3.5 AGENCY-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's and Agency construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner and Agency construction personnel.
  - 1. Construction Schedule: Inform Owner/Agency of Contractor's preferred construction schedule for Owner/Agency portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner/Agency in a timely manner if changes to schedule are required due to differences in actual construction progress.
  - 2. Pre-installation Conferences: Include Owner/Agency construction personnel at pre-installation conferences covering portions of the Work that are to receive Owner/Agency work. Attend pre-installation conferences conducted by Owner/Agency construction personnel if portions of the Work depend on Owner's construction.

### 3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
  - 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

- E. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."
- F. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- G. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- H. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.

END OF SECTION 017300

## SECTION 017700 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Drawings and general provisions of the Contract, including Fixed Price Construction Contract and other Division 01 Specification Sections, apply to this Section.
- B. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
  - 5. Repair of the Work.
- C. Related Requirements:
  - 1. Section 017823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
  - 2. Section 017839 "Project As-Built Documents" for submitting As-Built Drawings, As-Built Specifications, and As-Built Product Data.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at final completion.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Idaho Division of Public Works Close-Out requirements, including "Conditions Precedent to Final Payment" list. The "Project Finalization" form is required unless specifications indicate otherwise.

#### 1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

- B. Submittals Prior to Substantial Completion: Complete the following a minimum of seven (7) days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  2. Submit closeout submittals specified in other Division 01 Sections, including as-built documents which indicate any field revisions made to the construction documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
  3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Design Professional. Label with manufacturer's name and model number.
  5. Submit sustainable design submittals not previously submitted.
  6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
  7. A final report of Special Inspections to be attached to the Substantial Completion. If no Special Inspections are required, Design Professional can initial as such on the Substantial Completion form.
  8. Submit O&M Manuals for compliance with the contract documents.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of seven (7) days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
  2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  3. Complete startup and testing of systems and equipment.
  4. Perform preventive maintenance on equipment used prior to Substantial Completion.
  5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
  6. Advise Owner of changeover in utility services.
  7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
  8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  9. Complete final cleaning requirements.
  10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of ten (10) days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Design Professional will either proceed with inspection or notify Contractor of unfulfilled requirements. Design Professional will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's

list or additional items identified by Design Professional, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

#### 1.5 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
  1. Submit final Application for Payment according to Section 012900 "Payment Procedures" via the OMS.
  2. Certified List of Incomplete Items: Submit certified copy of Design Professional's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Design Professional. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Idaho Division of Public Works Close-Out requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Design Professional will either proceed with inspection or notify Contractor of unfulfilled requirements. Design Professional will approve/initial punch list after inspection or will notify Contractor of construction that must be completed or corrected before final documents will be signed. .

#### 1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  1. Organize list of spaces in sequential order
  2. Submit list of incomplete items in the following format:
    - a. MS Excel electronic file. Design Professional will return annotated file.
    - b. PDF electronic file. Design Professional will return annotated file.

#### 1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Design Professional for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

C. Warranties in Paper Form:

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

D. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.



- e. Remove snow and ice to provide safe access to building.
- f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- h. Sweep concrete floors broom clean in unoccupied spaces.
- i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
- j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
- k. Remove labels that are not permanent.
- l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances
- m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
  - 1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report on completion of cleaning.
- p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
- q. Leave Project clean and ready for occupancy.

### 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations, as well as any damage to surrounding areas. Repair includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition before requesting inspection for determination of Substantial Completion.
  - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
  - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
    - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
  - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
- B. Repair, or remove and replace, defective construction.

END OF SECTION 017700

## SECTION 017823 - OPERATION AND MAINTENANCE DATA

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Product maintenance manuals.

#### 1.2 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  - 1. Design Professional will comment on whether content of operation and maintenance submittals is acceptable.
  - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format:
  - 1. Submit two paper copies. Design Professional will return two copies.
- C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 7 (seven) days before commencing demonstration and training. Design Professional will return copy with comments.
  - 1. Correct or revise each manual to comply with Design Professional's comments. Submit copies of each corrected manual within 15 days of receipt of Design Professional's comments and prior to commencing demonstration and training.
- D. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

#### 1.3 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.
  - 1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
  - 2. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

- a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
- b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

#### 1.4 PRODUCT MAINTENANCE MANUALS

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- C. Product Information: Include the following, as applicable:
  1. Product name and model number.
  2. Manufacturer's name.
  3. Color, pattern, and texture.
  4. Material and chemical composition.
  5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
  1. Inspection procedures.
  2. Types of cleaning agents to be used and methods of cleaning.
  3. List of cleaning agents and methods of cleaning detrimental to product.
  4. Schedule for routine cleaning and maintenance.
  5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  1. Include procedures to follow and required notifications for warranty claims.

END OF SECTION 017823

## SECTION 017839 – PROJECT AS-BUILT DOCUMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for as-built documents, including the following:
  - 1. As-Built Drawings.
  - 2. As-Built Specifications.
  - 3. As-Built Product Data.
- B. Related Requirements:
  - 1. Section 017300 "Execution" for final property survey.
  - 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

#### 1.2 CLOSEOUT SUBMITTALS

- A. As-Built Drawings: Comply with the following:
  - 1. Number of Copies: Submit one set(s) of marked-up as-built prints.
  - 2. Number of Copies: Submit copies of as-built Drawings as follows:
    - a. Initial Submittal:
      - 1) Submit one paper-copy set(s) of marked-up as-built prints.
      - 2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
    - b. Final Submittal:
      - 1) Submit one paper copy set of marked up as-built prints.
      - 2) Upload PDF electronic files of scanned as-built prints onto DPW's Owners Web-based Management Software.
      - 3) Architect will review for completeness.
- B. As-Built Specifications: Submit one paper copy of Project's Specifications, including addenda and contract modifications.
- C. As-Built Product Data: Submit one paper copy of each submittal.
  - 1. Where As-Built Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

### 1.3 AS-BUILT DRAWINGS

- A. As-Built Prints: Maintain one set of marked-up paper or electronic copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
1. Preparation: Mark as-built prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained as-built data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up as-built prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
    - e. Cross-reference as-built prints to corresponding photographic documentation.
  2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations.
    - d. Locations and depths of underground utilities.
    - e. Revisions to routing of piping and conduits.
    - f. Revisions to electrical circuitry.
    - g. Actual equipment locations.
    - h. Duct size and routing.
    - i. Locations of concealed internal utilities.
    - j. Changes made by Change Order or Construction Change Directive.
    - k. Changes made following Architect's written orders.
    - l. Details not on the original Contract Drawings.
    - m. Field records for variable and concealed conditions.
    - n. Record information on the Work that is shown only schematically.
  3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up as-built prints.
  4. Mark as-built sets with colors to distinguish between changes for different categories of the Work at same location.
  5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up as-built prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.

2. Format: DWG, Version , operating system.
  3. Format: Annotated PDF electronic file.
  4. Incorporate changes and additional information previously marked on as-built prints. Delete, redraw, and add details and notations where applicable.
  5. Refer instances of uncertainty to Architect for resolution.
  6. Architect will furnish Contractor with one set of digital data files of the Contract Drawings for use in recording information.
    - a. See Section 013100 "Project Management and Coordination" for requirements related to use of Architect's digital data files.
    - b. Architect will provide data file layer information. Record markups in separate layers.
- C. Format: Identify and date each record Drawing; include the designation "AS-BUILT DRAWING" in a prominent location.
1. As-built Prints: Organize as-built prints into manageable sets. If required, bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Format: Annotated PDF electronic file.
  3. As-Built Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
  4. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "AS-BUILT DRAWINGS."
    - d. Name of Architect.
    - e. Name of Contractor.

#### 1.4 AS-BUILT SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as As-Built Product Data.
  5. Note related Change Orders, as-built Product Data, and as-built Drawings where applicable.
- B. Format: Submit as-built Specifications as paper copy.

## 1.5 AS-BUILT PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for project as-built document purposes. Post changes and revisions to project as-built documents as they occur; do not wait until end of Project.
- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  - 3. Note related Change Orders, record Specifications, and As-built Drawings where applicable.
- C. Format: Submit As-built Product Data as paper copy.

## 1.6 MAINTENANCE OF AS-BUILT DOCUMENTS

- A. Maintenance of As-Built Documents: Store as-built documents in the field office apart from the Contract Documents used for construction. Do not use project as-built documents for construction purposes. Maintain as-built documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project as-built documents for Architect's reference during normal working hours.

## PART 2 - PRODUCTS

## PART 3 - EXECUTION

END OF SECTION 017839



## SECTION 061000 - ROUGH CARPENTRY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Fixed Price Construction Contract and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Rooftop equipment bases where detailed and other framing associated with roof installation.
  - 2. Fascia/soffit repair or replacement.

#### 1.3 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber, plywood, and other panels; place spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Metal Framing Anchors:
    - a. Simpson Strong-Tie Company, Inc.

#### 2.2 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of lumber grading agencies certified by the American Lumber Standards Committee Board of Review.
  - 1. Factory mark each piece of lumber with grade stamp of grading agency.
  - 2. Provide dressed lumber, S4S, unless otherwise indicated.
  - 3. Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2-inch nominal thickness or less, unless otherwise indicated.

## 2.3 DIMENSION LUMBER

- A. General: Provide dimension lumber of grades indicated according to the American Lumber Standards Committee National Grading Rule provisions of the grading agency indicated.

## 2.4 MISCELLANEOUS LUMBER

- A. General: Provide lumber for support or attachment of other construction, including the following:
  - 1. Rooftop equipment bases and other framing indicated.
  - 2. Fascia/soffit repair or replacement.
- B. For items of dimension lumber size, provide Construction, Stud, or No. 2 grade lumber with 19 percent maximum moisture content and any of the following species:
  - 1. Western woods; WCLIB or WWPA.

## 2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
  - 1. Where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
- B. Nails, Brads: ASTM F 1667.
- C. Power-Driven Fasteners: CABO NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
  - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
  - 2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2 (ASTM F 738M and ASTM F 836M, Grade A1 or A4).

## 2.6 METAL FRAMING ANCHORS

- A. General: Provide framing anchors made from metal indicated, of structural capacity, type, and size indicated.

- B. Galvanized Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 (Z180) coating designation.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers and similar supports to comply with requirements for attaching other construction.
- B. Do not use materials with defects that impair quality of rough carpentry or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- C. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. As noted on drawings.
- D. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; predrill as required.

#### 3.2 WOOD BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for screeding or attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated. Build anchor bolts into masonry during installation of masonry work. Where possible, secure anchor bolts to formwork before concrete placement.

END OF SECTION 061000

## SECTION 074646 – FIBER-CEMENT SIDING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Fixed Price Construction Contract and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Fiber-cement panel and trim.

- B. Related Sections:

- 1. Section 061000 "Rough Carpentry" for wood furring, grounds, nailers, and blocking.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Samples for Initial Selection: For siding including related accessories.
- C. Samples for Verification: For each type, color, texture, and pattern required.
  - 1. 12-inch-long-by-actual-width Sample of siding.
  - 2. 12-inch long-by-actual-width Samples of trim and accessories.

#### 1.4 QUALITY ASSURANCE

- A. Labeling: Provide fiber-cement siding that is tested and labeled according to ASTM C 1186 by a qualified testing agency acceptable to authorities having jurisdiction.
- B. Source Limitations: Obtain each type, color, texture, and pattern of siding including related accessories, from single source from single manufacturer.
- C. Preinstallation Conference: Conduct conference at Project site.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials in a dry, well-ventilated, weathertight place.

## 1.6 COORDINATION

- A. Coordinate installation with flashings and other adjoining construction to ensure proper sequencing.

## 1.7 WARRANTY

- A. Special Warranty: Standard form in which manufacturer agrees to repair or replace siding that fail(s) in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures including cracking, deforming and fading.
  - 2. Warranty Period: Manufacturer's standard number of years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 FIBER-CEMENT SIDING

- A. General: ASTM C 1186, Type A, Grade II, fiber-cement board, noncombustible when tested according to ASTM E 136; with a flame-spread index of 25 or less when tested according to ASTM E 84.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide James Hardie or product indicated on Drawings or comparable product by one of the following:
    - a. James Hardie Building products.
    - b. CertainTeed Corp.
    - c. GAF Materials Corporation.
  - 2. Panel Size and Texture: 48-inch-wide sheets with smooth texture.
  - 3. Factory Priming: Manufacturer's standard acrylic primer.

### 2.2 ACCESSORIES

- A. Fasteners:
  - 1. For fastening to wood, use nails recommended by siding manufacturer of sufficient length to penetrate a minimum of 1 inch into substrate.
  - 2. For fastening fiber cement, use hot-dip galvanized fasteners.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates for compliance with requirements for installation tolerances and other conditions affecting performance of siding and related accessories.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.

### 3.3 INSTALLATION

- A. General: Comply with siding manufacturer's written installation instructions applicable to products and applications indicated unless more stringent requirements apply.
  - 1. Do not install damaged components.
  - 2. Center nails in elongated nailing slots without binding siding to allow for thermal movement.
- B. Install fiber-cement siding and related accessories.
  - 1. Install fasteners no more than 24 inches o.c.
- C. Install joint sealants as specified in Section 07920 "Joint Sealants" and to produce a weathertight installation.

### 3.4 ADJUSTING AND CLEANING

- A. Remove damaged, improperly installed, or otherwise defective materials and replace with new materials complying with specified requirements.
- B. Clean finished surfaces according to manufacturer's written instructions and maintain in a clean condition during construction.

END OF SECTION 074646

## SECTION 075423 - THERMOPLASTIC-POLYOLEFIN (TPO) ROOFING

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Fully adhered thermoplastic polyolefin (TPO) roofing system.
2. Accessory roofing materials.
3. Cover board.

##### B. Related Requirements:

1. Section 061000 "Rough Carpentry" for wood nailers, curbs, and blocking; and for wood-based, structural-use roof deck panels.
2. Section 076200 "Sheet Metal Flashing and Trim" for metal roof flashings and counterflashings.

#### 1.2 DEFINITIONS

##### A. Roofing Terminology: Definitions in ASTM D1079 and glossary in NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to Work of this Section.

##### B. Preinstallation Roofing Conference: Conduct conference at Project site.

1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, air barrier Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
3. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
5. Review structural loading limitations of roof deck during and after roofing.
6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing system.
7. Review governing regulations and requirements for insurance and certificates if applicable.
8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.

### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Roof system component fasteners, include copy of SPRI's Directory of Roof Assemblies listing.
- B. Shop Drawings: Include roof plans, sections, details, and attachments to other work, including the following:
  - 1. Base flashings and membrane termination details.
  - 2. Flashing details at penetrations.
- C. Samples for Verification: For the following products:
  - 1. Roof membrane and flashings, of color required.
- D. Wind Uplift Resistance Submittal: For roofing system, indicating compliance with wind uplift performance requirements.

### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer & manufacturer.
- B. Manufacturer Certificates:
  - 1. Performance Requirement Certificate: Signed by roof membrane manufacturer, certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
    - a. Submit evidence of compliance with performance requirements.
  - 2. Special Warranty Certificate: Signed by roof membrane manufacturer, certifying that all materials supplied under this Section are acceptable for special warranty.
- C. Product Test Reports: For roof membrane and insulation, for tests performed by a qualified testing agency, indicating compliance with specified requirements.
- D. Evaluation Reports: For components of roofing system, from ICC-ES.
- E. Field Test Reports:
  - 1. Fastener-pullout test results and manufacturer's revised requirements for fastener patterns.
- F. Field quality-control reports.
- G. Sample Warranties: For manufacturer's special warranties.

### 1.5 CLOSEOUT SUBMITTALS

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



## 1.6 QUALITY ASSURANCE

### A. Qualifications:

1. Manufacturers: A qualified manufacturer that is UL listed listed in SPRI's Directory of Roof Assemblies for roofing system identical to that used for this Project.
2. Installers: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, 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.
  1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

## 1.8 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

## 1.9 WARRANTY

- A. State of Idaho Guaranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.
  1. Special warranty includes roof membrane, base flashings, fasteners, cover boards, vapor retarder, substrate board, and other components of roofing system.
  2. Warranty Period: 30 years from date of Substantial Completion.
- B. State of Idaho Roofing Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering the Work of this Section, including all components of roofing system such as roof membrane, base flashing, fasteners, cover boards, substrate boards, for the following warranty period:

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

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed roofing system and flashings to withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roof system and flashings to remain watertight.
  1. Accelerated Weathering: Roof to withstand 2000 hours of exposure when tested according to ASTM G152, ASTM G154, or ASTM G155.
  2. Impact Resistance: Roof membrane to resist impact damage when tested according to ASTM D3746, ASTM D4272, or the "Resistance to Foot Traffic Test" in FM Approvals 4470.
- B. Material Compatibility: Roofing materials to be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.
- C. Wind Uplift Resistance: Design roofing system to resist the following wind uplift pressures when tested according to FM Approvals 4474, UL 580, or UL 1897:

#### Roof Area "A":

1. Zone 1 (Roof Area Field): 34.4 lbf/sq.ft.
2. Zone 2 (Roof Area Perimeter): 45.4 lbf/sq.ft.
  - a. Location: From roof edge to 9'-0" inside roof edge.
3. Zone 3 (Roof Area Corners): 61.8 lbf/sq.ft.
  - a. Location: 3'-0" x 9'-0" in each direction from each building corner.

#### Roof Area "B"

1. Zone 1 (Roof Area Field): 34.4 lbf/sq.ft.
2. Zone 2 (Roof Area Perimeter): 45.4 lbf/sq.ft.
  - a. Location: From roof edge to 9'-0" inside roof edge.
3. Zone 3 (Roof Area Corners): 61.8 lbf/sq. ft.
  - a. Location: 3'-0" x 9'-0" in each direction from each building corner.

#### Roof Area "C"

1. Zone 2 (Roof Area Field): 45.4 lbf/sq.ft.
2. Zone 3 (Roof Area Corners): 61.8 lbf/sq.ft.
  - a. Location: 3'-0" x 9'-0" in each direction from each building corner.

- D. ENERGY STAR Listing: Roofing system to be listed on the DOE's ENERGY STAR "Roof Products Qualified Product List" for low-slope roof products.
- E. Energy Performance: Roofing system to have an initial solar reflectance of not less than 0.70 and an emissivity of not less than 0.75 when tested in accordance with ANSI/CRRC S100.
- F. Exterior Fire-Test Exposure: ASTM E108 or UL 790, Class A; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
- G. Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs indicated. Identify products with appropriate markings of applicable testing agency.

## 2.2 THERMOPLASTIC POLYOLEFIN (TPO) ROOFING

- A. TPO Sheet: ASTM D6878/D6878M, internally fabric- or scrim-reinforced, TPO sheet.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Firestone Building Products.
    - b. GAF.
    - c. Johns Manville; a Berkshire Hathaway company.
    - d. Versico Roofing Systems; Carlisle Construction Materials.
  - 2. Source Limitations: Obtain components for roofing system from roof membrane manufacturer or manufacturers approved by roof membrane manufacturer.
  - 3. Thickness: 80 mils (2.0 mm), nominal.
  - 4. Exposed Face Color: White.

## 2.3 ACCESSORY ROOFING MATERIALS

- A. General: Accessory materials recommended by roofing system manufacturer for intended use and compatible with other roofing components.
  - 1. Adhesive and Sealants: Comply with VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: Manufacturer's standard unreinforced TPO sheet flashing, 55 mils (1.4 mm) thick, minimum, of same color as TPO sheet.
- C. Prefabricated Pipe Flashings: As recommended by roof membrane manufacturer.
- D. Bonding Adhesive: Manufacturer's standard, water based.
- E. Metal Termination Bars: Manufacturer's standard, predrilled stainless steel or aluminum bars, approximately 1 by 1/8 inch (25 by 3 mm) thick; with anchors.
- F. Metal Battens: Manufacturer's standard, aluminum-zinc-alloy-coated or zinc-coated steel sheet, approximately 1 inch wide by 0.05 inch thick (25 mm wide by 1.3 mm thick), prepunched.

- G. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roofing components to substrate, and acceptable to roofing system manufacturer.
- H. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.

## 2.4 COVER BOARD

- A. Fasteners: Factory-coated steel fasteners with metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roof insulation and cover boards to substrate, and acceptable to roofing system manufacturer.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
  - 1. Verify that roof openings and penetrations are in place, curbs are set and braced.
  - 2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing system installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Perform fastener-pullout tests according to roof system manufacturer's written instructions.
  - 1. Submit test result within 24 hours after performing tests.
    - a. Include manufacturer's requirements for any revision to previously submitted fastener patterns required to achieve specified wind uplift requirements.

### 3.3 INSTALLATION OF ROOFING, GENERAL

- A. Install roofing system according to roofing system manufacturer's written instructions, SPRI's Directory of Roof Assemblies listed roof assembly requirements, and FM Global Property Loss Prevention Data Sheet 1-29.

- B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at end of workday or when rain is forecast. Remove and discard temporary seals before beginning Work on adjoining roofing.

### 3.4 INSTALLATION OF COVER BOARDS

- A. Install cover boards over existing B.U.R. roofing with long joints in continuous straight lines with end joints staggered between rows.
  - 1. Trim cover board neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
  - 2. Cut and fit cover board tight to nailers, projections, and penetrations.
  - 3. Mechanically attach cover board to substrate according to SPRI's Directory of Roof Assemblies listed roof assembly requirements for specified Wind Uplift Load Capacity and FM Global Property Loss Prevention Data Sheet 1-29.
- B. Place plates on cover board in required fastening patterns and secure in accordance with manufacturer's instructions.
  - 1. Install plates and fasteners tight and flat to substrate with no dimpling, and with fastener extending 1 inch (25 mm) minimum into roof deck; do not overdrive fasteners. Fasteners cannot penetrate existing 2x deck.

### 3.5 INSTALLATION OF FULLY ADHERED ROOF MEMBRANE

- A. Adhere roof membrane over area to receive roofing according to roofing system manufacturer's written instructions.
- B. Unroll roof membrane and allow to relax before installing.
- C. Start installation of roofing in presence of roofing system manufacturer's technical personnel and Owners testing and inspection agency.
- D. Accurately align roof membrane and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- E. Mechanically fasten or adhere roof membrane securely at terminations, penetrations, and perimeter of roofing.
- F. Bonding adhesive: Apply to substrate and underside of roof membrane at rate required by manufacturer, and allow to partially dry before installing roof membrane. Do not apply to splice area of roof membrane.
- G. In addition to adhering, mechanically fasten roof membrane securely at penetrations, terminations and perimeter of roofing.
- H. Apply roof membrane with side laps shingled with slope of roof deck where possible.

- I. Seams: Clean seam areas, overlap roof membrane, and hot-air weld side and end laps of roof membrane and sheet flashings to ensure a watertight seam installation.
  - 1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of roof membrane and flashing sheet.
  - 2. Verify field strength of seams a minimum of twice daily, and repair seam sample areas.
  - 3. Repair tears, voids, and lapped seams in roof membrane that do not comply with requirements.

### 3.6 INSTALLATION OF BASE FLASHING

- A. Install sheet flashings and preformed flashing accessories, and adhere to substrates according to roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate, and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean seam areas, overlap, and firmly roll sheet flashings into the adhesive. Hot-air weld side and end laps to ensure a watertight seam installation.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

### 3.7 FIELD QUALITY CONTROL

- A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion, in presence of Architect, and to prepare inspection report.
- B. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.
- C. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

### 3.8 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing system, inspect roofing system for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 075423



# Idaho Department of Administration Division of Public Works

*"Provide responsive, cost effective, and timely support services to Idaho's policy makers, public agencies, and state employees as they serve Idaho citizens."*

**BRAD LITTLE**  
Governor

**KEITH REYNOLDS**  
Director

**PAT DONALDSON**  
Administrator

## 5 YR ROOFING WARRANTY

WHEREAS \_\_\_\_\_

of (Address) \_\_\_\_\_

herein called the "Roofing Contractor", has performed roofing and associated ("work") on following project:

Owner: \_\_\_\_\_

DPW PROJECT NO: \_\_\_\_\_

Address: \_\_\_\_\_

Name and Type of Building: \_\_\_\_\_

Address: \_\_\_\_\_

Area of Work: \_\_\_\_\_ Date of Acceptance: \_\_\_\_\_

Warranty Period: Five (5) years Date of Expiration: \_\_\_\_\_

AND WHEREAS Roofing Contractor has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period.

NOW THEREFORE Roofing Contractor hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work, and as are necessary to maintain said work in watertight condition. In addition to making the work watertight, the Roofing Contractor shall remove and/or repair blisters, ridges, flashings, splits and other irregularities which in the opinion of the Roofing Manufacturer's technical representative do not conform to acceptable roofing practices and conditions. These repairs shall be made prior to expiration of the five (5) year Warranty Period and to the satisfaction of the Roofing Manufacturer's technical representative.



This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by: a) lightning, windstorm; b) fire; c) failure of roofing system substrate including cracking, settlement, excessive deflection, deterioration, and decomposition; d) faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work; and e) activity on roofing by others including construction contractors, maintenance personnel, other persons, and animals whether authorized or unauthorized by Owner.

When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Contractor, and until cost and expense thereof has been paid by Owner or by another responsible party so designated.

2. The Roofing Contractor is responsible for damage to work covered by this Warranty, but is not liable for consequential damages to building or building contents, resulting from leaks or faults or defects of work.

3. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Contractor, including cutting, patching and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void upon date of said alterations, but only to extent said alterations affect work covered by this Warranty. If Owner engages Roofing Contractor to perform said alterations, Warranty shall not become null and void, unless Roofing Contractor, prior to proceeding with said work, shall claim that said alterations would like damage or deteriorate work, thereby reasonably justifying a limitation or termination of this warranty.

4. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void upon date of said change, but only to extent said change affects work covered by this Warranty.

5. The Owner shall promptly notify Roofing Contractor of observed, known or suspected leaks, defect or deterioration, and shall afford reasonable opportunity for Roofing Contractor to inspect work, and to examine evidence of such leaks, defects or deterioration.

6. This Warranty is recognized to be the only Warranty of Roofing Contractor on said work, and is in addition to the Roofing Guarantee furnished by the Roofing Manufacturer, and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to him in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Contractor of responsibility for performance of original work in accordance with requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

IN WITNESS THEREOF, this instrument has been duly executed this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Cosigned by General Contractor by:

\_\_\_\_\_  
(General Contractor)

\_\_\_\_\_  
(Roofing Contractor)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)



# Idaho Department of Administration Division of Public Works

*“Provide responsive, cost effective, and timely support services to Idaho’s policy makers, public agencies, and state employees as they serve Idaho citizens.”*

**BRAD LITTLE**  
Governor

**KEITH REYNOLDS**  
Director

**PAT DONALDSON**  
Administrator

## **30 YEAR GUARANTY FOR SINGLE-PLY ROOFING**

WHEREAS, \_\_\_\_\_, corporation whose address is \_\_\_\_\_, hereinafter called the Manufacturer, has manufactured and sold and caused to have applied, pursuant to the specifications and inspection, the necessary roofing materials to construct a \_\_\_\_\_ roof of approximately \_\_\_\_\_ square feet, and associated roof flashing of approximately \_\_\_\_\_ linear feet on the building described below:

OWNER: State of Idaho, Division of Public Works

DPW PROJECT NO: \_\_\_\_\_

BUILDING: \_\_\_\_\_

LOCATION: \_\_\_\_\_

DATE OF COMPLETION OF ROOFING: \_\_\_\_\_, 20\_\_\_\_\_.

ROOFING CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ROOFING SPECIFICATION: \_\_\_\_\_

MANUFACTURER’S GUARANTEE NO: \_\_\_\_\_

AND WHEREAS, by careful examination of said roof by the Manufacturer’s representative, it has been determined that required quantities of roofing materials have been used and that roofing materials have been applied in conformance with contract documents;

AND WHEREAS, Manufacturer represents and wishes to guarantee, subject to the limits stated herein, that its roofing when so applied is effectively watertight for a period of **thirty (30) years** despite normal wear and tear by the elements, as well as guaranteeing it against defects in workmanship or materials; which result in leaks.

NOW THEREFORE, said Manufacturer guarantees to the said Owner that, as set forth below, during a period of **thirty (30) years** from the date of substantial completion of said single-ply roofing described above, Manufacturer will at its own expense, make or cause to be made, any repairs that may be necessary, as a result of defects in workmanship or materials supplied by the Manufacturer which results in leaks or of normal wear and tear by the elements which results in leaks, and will maintain said roof in water tight condition free from all leaks arising from such causes. For purposes of this Guaranty, damage to the roof caused by hurricanes, lightning, tornadoes, gales, hailstorms or other unusual natural phenomena shall not be deemed to be "normal wear and tear by the elements".

**INCLUSIONS:** This Guaranty does cover, and Manufacturer shall be liable for the following:

1. Roofing membrane, membrane flashings, metal flashings, mechanical fastening system, anchors, adhesives, seaming materials, slip sheets, fabrics, insulations, underlayments, and accessories furnished by the Manufacturer as incorporated into the roof membrane system.
2. Replacement of roof insulation and vapor barrier damages by any leakage and/or failure of the roof membrane assembly;
3. Repair of blisters, buckles, splits, breaks, cracks, and seam failures in membrane system.

**EXCLUSIONS:** This Guaranty does not cover, and Manufacturer shall not be liable for the following:

1. Metal work, including metal counter flashings, not a part of the roof membrane system and such damage as may result from application of these materials;
2. Any damage to the roof caused by structural defect in, or failure of, the building or defects in, or failure of, any structural roof deck, or other sheathing materials, used as the base over which the roof and roof insulation is applied;
3. Roof damage from special chemical conditions not disclosed to Manufacturer;
4. Any damage to the building or contents thereof, except replacement of damaged roof insulation and vapor barrier as noted under "INCLUSION" above;
5. Roof damage through use of materials after original installation not furnished by Manufacturer;
6. Damage to the roof due to mechanical abrasion or abuse not caused by the Manufacturer.
7. Reasonable care and maintenance will be the responsibility of the Owner.

**INSPECTION AND REPAIR:** During the term of this Guarantee, Manufacturer, its agents or employees, shall have free access to the roof during regular business hours. Upon written notice by Owner to Manufacturer within four days of the discovery of any leaks in the roofing system,

or need of repair of roof, the Manufacturer shall have ten (10) days to inspect the roof. Following such inspection:

1. Manufacturer, at its own expense shall make such repairs to thereof as are required by the Guaranty.
2. In case owner or his agent has notified Manufacturer in writing that repairs are required and such repairs are not covered by the Guaranty (including repairs required by owner's alteration, extension or addition to the roof) Owner, after having obtained Manufacturer's consent thereto, in writing, shall make or cause to be made, such repairs at Owner's expense in accordance with specifications and procedures as established by Manufacturer and this Guaranty shall thereupon remain in effect for the un-expired portion of its original term. If Owner fails to obtain authorization from Manufacturer or if repairs are made by one other than the Manufacturer's authorized designee, this Guaranty with respect to such area shall be automatically terminated.
3. In the event the (1) Owner notifies Manufacturer and has confirmed in writing the need of repair of roof and (2) Manufacturer is unable to promptly inspect and repair same, and (3) an emergency condition exists which requires prompt repair in order to avoid substantial damage to owner, then owner may make such temporary repairs as may be essential and any such action shall not be a breach of the provision of this Guaranty. Owner will bear emergency repair expenses.

INSPECTION SERVICE: Manufacturer agrees to re-inspect the completed roof not earlier than 12 nor later than 24 months after completion of the roofing, and if it is determined that there are leaks in the roofing, then Manufacturer shall make, or cause to be made at its own expense, such repairs as are necessary in the opinion of the Manufacturer, to assure watertight integrity of the roof within the scope of its' responsibility under the terms of this Guaranty.

IN WITNESS WHEREOF, Manufacturer has caused this instrument to be signed and sealed by its duly authorized officer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

CORPORATION: \_\_\_\_\_

SEAL:

\_\_\_\_\_  
Pat Donaldson, Administrator  
Division of Public Works

## SECTION 076200 - SHEET METAL FLASHING AND TRIM

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Fixed Price Construction Contract and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Manufactured reglets with counterflashing.
  - 2. Formed roof-drainage sheet metal fabrications.
  - 3. Formed low-slope roof sheet metal fabrications.
  - 4. Formed steep-slope roof sheet metal fabrications.

#### 1.3 COORDINATION

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

#### 1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project Site.
  - 1. Review construction schedule. Verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  - 2. Review special roof details, roof drainage, roof-penetration flashing, equipment curbs, and condition of other construction that affect sheet metal flashing and trim.
  - 3. Review requirements for insurance and certificates if applicable.
  - 4. Review sheet metal flashing observation and repair procedures after flashing installation.

#### 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.

- B. Shop Drawings: For sheet metal flashing and trim.
  - 1. Include plans, elevations, sections, and attachment details.
  - 2. Detail fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work.
  - 3. Include identification of material, thickness, weight, and finish for each item and location in Project.
  - 4. Include details for forming, including profiles, shapes, seams, and dimensions.
  - 5. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
  - 6. Include details of termination points and assemblies.
  - 7. Include details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction from fixed points.
  - 8. Include details of roof-penetration flashing.
  - 9. Include details of edge conditions, including eaves, ridges, valleys, rakes, crickets and counterflashings as applicable.
  - 10. Include details of special conditions.
  - 11. Include details of connections to adjoining work.
  - 12. Detail formed flashing and trim at scale of not less than 3 inches per 12 inches.
- C. Samples for Initial Selection: For each type of sheet metal and accessory indicated with factory-applied finishes.
- D. Samples for Verification: For each type of exposed finish.
  - 1. Sheet Metal Flashing: 12 inches long by actual width of unit, including finished seam and in required profile. Include fasteners, cleats, clips, closures, and other attachments.

## 1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
  - 1. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  - 2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

## 1.7 DELIVERY, STORAGE, AND HANDLING

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

## 1.8 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
    - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

### 2.2 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
  - 1. Exposed Coil-Coated Finish:
    - a. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
  - 2. Color: As selected by Architect from manufacturer's full range.



3. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mil.

## 2.3 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal.
  1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
    - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
    - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
- C. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polysulfide silicone polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

## 2.4 MANUFACTURED SHEET METAL FLASHING AND TRIM

- A. Reglets: Units of type, material, and profile required, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated with factory-mitered and -welded corners and junctions and with interlocking counterflashing on exterior face, of same metal as reglet.
  1. Manufacturers: Subject to compliance with requirements, provide products by the following:
    - a. Fry Reglet Corporation, and pre-approved equal.
  2. Material: Aluminum, 0.024 inch thick.
  3. Surface-Mounted Type: Provide with slotted holes for fastening to substrate, with neoprene or other suitable weatherproofing washers, and with channel for sealant at top edge.
  4. Finish: Mill.

## 2.5 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
  - 1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
  - 2. Obtain field measurements for accurate fit before shop fabrication.
  - 3. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
  - 4. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- C. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."
- D. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
  - 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints or as detailed.
  - 2. Use lapped expansion joints only where indicated on Drawings.
- E. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.
- F. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- G. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.
- H. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use.
- I. Do not use graphite pencils to mark metal surfaces.

## 2.6 ROOF-DRAINAGE SHEET METAL FABRICATIONS

- A. Hanging Gutters: Fabricate to cross section required, complete with end pieces, outlet tubes, and other accessories as required. Fabricate in minimum 96-inch- long sections. Furnish flat-stock gutter brackets and flat-stock gutter spacers and straps fabricated from same metal as gutters, of size recommended by cited sheet metal standard but with thickness not less than twice the gutter

thickness. Fabricate expansion joints, expansion-joint covers and gutter accessories from same metal as gutters. Shop fabricate interior and exterior corners.

1. Gutter Profile: As indicated.
  2. Expansion Joints: Butt type with cover plate.
- B. Downspouts: (Extension Tube) Fabricate rectangular downspouts to dimensions indicated, complete with mitered elbows. Furnish with metal hangers from same material as downspouts and anchors. Shop fabricate elbows.

## 2.7 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Roof Edge Flashing and Fascia: Fabricate in minimum 96-inch- long, but not exceeding 12-foot- long sections. Furnish with 6-inch-wide, joint cover plates. Shop fabricate interior and exterior corners.
1. Joint Style: Overlapped, 4 inches wide.
  2. Fabricate from the Following Materials:
    - a. Pre-finished Steel: 24 gauge. (Fascia)
    - b. TPO coated metal at drip edge.
- B. Copings: Fabricate in min 96-inch-long but not exceeding 12-foot long sections. Fabricate joint plates of same thickness as coping. Furnish with continuous cleats to support edge of exterior leg and drill elongated holes for fasteners on interior leg.
1. Coping Profile: In accordance with SMACNA architectural sheet metal manual.
  2. Joint style: exposed dover plate.
  3. Fabricate from the following material.
    - a. Prefinished steel. 24 gauge.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.
1. Verify compliance with requirements for installation tolerances of substrates.
  2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective

coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.

1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
  2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
  3. Space cleats not more than 12 inches apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
  4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
  5. Torch cutting of sheet metal flashing and trim is not permitted.
  6. Do not use graphite pencils to mark metal surfaces.
- B. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
  2. Use lapped expansion joints only where indicated on Drawings.
- C. Fasteners: Use fastener sizes that penetrate wood blocking or sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- D. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- E. Seal joints as required for watertight construction.
1. Use sealant-filled joints unless otherwise indicated. Embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F.
  2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."

### 3.3 ROOF-DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof-drainage items to produce complete roof-drainage system according to cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.

- B. Hanging Gutters: Join sections with joints sealed with sealant. Provide for thermal expansion. Attach gutters at eave or fascia to firmly anchor them in position. Provide end closures and seal watertight with sealant. Slope to downspouts.
  - 1. Fasten gutter spacers to front and back of gutter as indicated.
- C. Downspouts (Extension Tubes)
  - 1. Provide hangers with fasteners designed to hold downspouts securely to walls. Locate hangers at top and bottom.
- D. Expansion-Joint Covers: Install expansion-joint covers at locations and of configuration indicated. Lap joints minimum of 4 inches in direction of water flow.

### 3.4 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with performance requirements and cited sheet metal standard. Provide concealed fasteners where possible, and set units true to line, levels, and slopes. Install work with laps, joints, and seams that are permanently watertight and weather resistant.
- B. Roof Edge Flashing: Anchor as indicated.
- C. Copings: Anchor as indicated.
- D. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within offset of adjoining faces and of alignment of matching profiles.
- E. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."

### 3.5 CLEANING AND PROTECTION

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

END OF SECTION 076200

## SECTION 079200- JOINT SEALANTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Fixed Price Construction Contract and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Urethane joint sealants.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch wide joints formed between two 6-inch-long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- D. Joint-Sealant Schedule: Include the following information:
  - 1. Joint-sealant application, joint location, and designation.
  - 2. Joint-sealant manufacturer and product name.
  - 3. Joint-sealant formulation.
  - 4. Joint-sealant color.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.
- B. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.
- C. Warranties: Sample of special warranties.

## 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.

## 1.6 PROJECT CONDITIONS

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

## 1.7 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Five years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 MATERIALS, GENERAL

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

### 2.2 URETHANE JOINT SEALANTS

- A. Single-Component, Nonsag, Urethane Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, for Use NT.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Sika Corporation, Construction Products Division; Sikaflex - 15LM.

## 2.3 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin) and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

## 2.4 MISCELLANEOUS MATERIALS

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

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing



optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:

- a. Concrete.
  - b. Siding
3. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
- a. Metal.
  - b. Glass.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  1. Do not leave gaps between ends of sealant backings.
  2. Do not stretch, twist, puncture, or tear sealant backings.
  3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  1. Place sealants so they directly contact and fully wet joint substrates.
  2. Completely fill recesses in each joint configuration.
  3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  - 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
    - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

### 3.4 CLEANING

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

### 3.5 PROTECTION

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

### 3.6 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.
  - 1. Joint Locations:
    - a. Joint around cement board soffit.
    - b. Joint between existing crown molding and stucco and cement board siding.

END OF SECTION 079200

## SECTION 099113 - EXTERIOR PAINTING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems the following exterior substrates:
  - 1. Fiber-cement board, cement soffit, and battens.
  - 2. Existing wood crown molding.

#### 1.3 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Samples for Verification: For each type of paint system and each color and gloss of topcoat.
  - 1. Submit Samples on rigid backing, 8 inches (200 mm) square.
  - 2. Step coats on Samples to show each coat required for system.
  - 3. Label each coat of each Sample.
  - 4. Label each Sample for location and application area.
- D. Product List: For each product indicated, include the following:
  - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.

2. Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
3. VOC content.

#### 1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  1. Paint: 1 gal. unopened of each material and color applied.

#### 1.6 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
  1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
    - a. Vertical Surfaces: Provide samples of at least 100 sq. ft.
    - b. Other Items: Architect will designate items or areas required.
  2. Final approval of color selections will be based on mockups.
    - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
  3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

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

#### 1.8 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with the MPI approval requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Sherwin-Williams Company (The) or pre-approved equal.

### 2.2 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List." No product will be approved that does not have MPI certification.
- B. Material Compatibility:
  - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction.
- D. Colors: As selected by Architect from manufacturer's full range.
  - 1. There will be one color only on the soffit and trim and crown molding.

### 2.3 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:
  - 1. Owner may engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
  - 2. Testing agency will perform tests for compliance with product requirements.
  - 3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- C. Proceed with coating application only after unsatisfactory conditions have been corrected.
  - 1. Application of coating indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- F. Wood Substrates:
  - 1. Scrape and clean knots. Before applying primer, apply coat of knot sealer recommended in writing by topcoat manufacturer for exterior use in paint system indicated.
  - 2. Sand surfaces that will be exposed to view, and dust off.
  - 3. Prime edges, ends, faces, undersides, and backsides of wood.
  - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

### 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."
  - 1. Use applicators and techniques suited for paint and substrate indicated.
  - 2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
  - 3. Paint both sides and edges of exterior doors and entire exposed surface of exterior door frames.
  - 4. Paint entire exposed surface of window frames and sashes.
  - 5. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
  - 6. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

### 3.4 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### 3.5 EXTERIOR PAINTING SCHEDULE

- A. Cement Board and Trim Substrates:
  - 1. Latex System:
    - a. Prime Coat: Latex, exterior, matching topcoat.
    - b. Intermediate Coat: Latex, exterior, matching topcoat.
    - c. Topcoat: Latex, exterior, low sheen (Gloss Level 3-4), MPI #15.

END OF SECTION 099113

# **CONSTRUCTION DETAILS**



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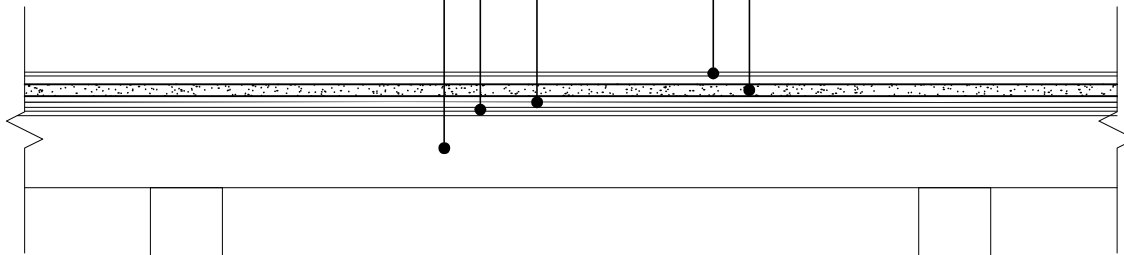
EXISTING GRANULATED MODIFIED BITUMEN  
CAP SHEET TO REMAIN. REMOVE AND  
PATCH EXISTING BLISTERS, SEE ROOF PLAN

EXISTING (2) PLY B.U.R. TO REMAIN

EXISTING 2" NOM. (F.V.) WOOD ROOF  
DECKING

NEW FULLY ADHERED SINGLE-PLY ROOF  
MEMBRANE

NEW 1/4" COVER BOARD MECHANICALLY  
ATTACHED



NOTE:  
MECHANICAL FASTENERS ARE NOT  
PERMITTED TO PENETRATE THE  
UNDERSIDE OF THE ROOF DECK

EXISTING 2'x10" APPROX. ROOF JOISTS AT 16"  
APPROX. O.C.

**A**

# NEW ROOFING ASSEMBLY

Scale: 3" = 1'-0"

**HS** HUTCHISON  
SMITH  
ARCHITECTS

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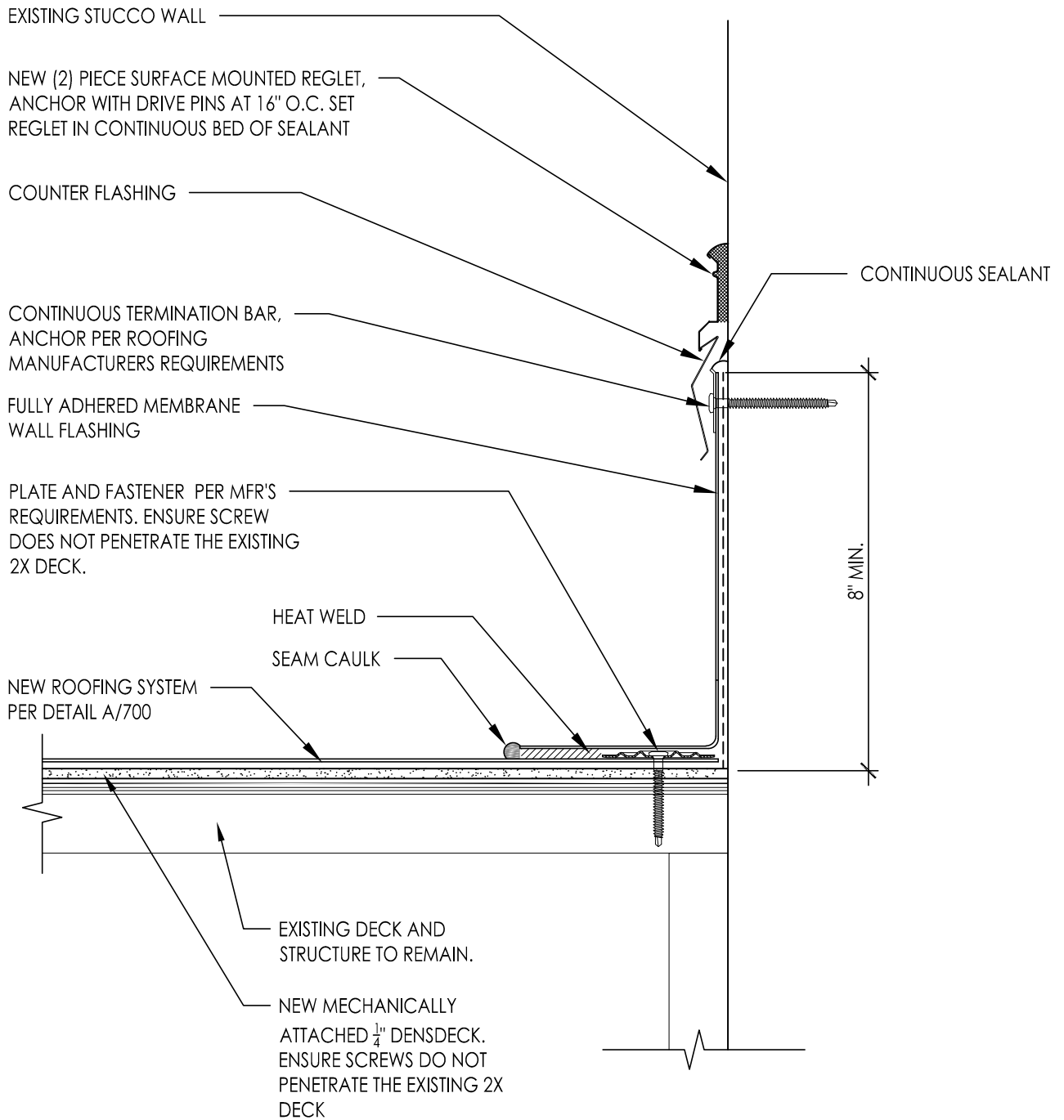
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**A**

# WALL FLASHING DETAIL

Scale: 3" = 1'-0"

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SMITH  
ARCHITECTS

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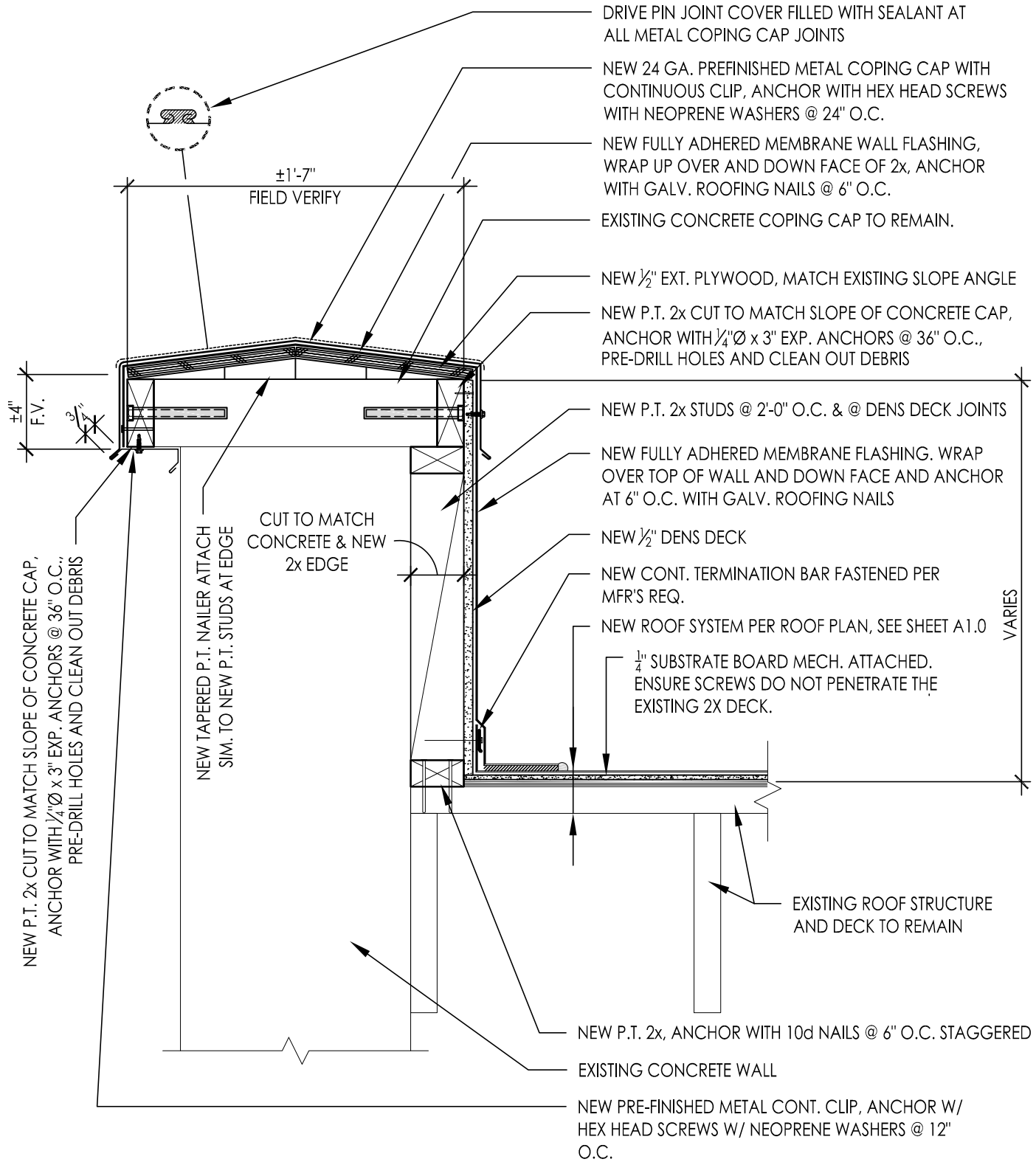
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# A PARAPET DETAIL

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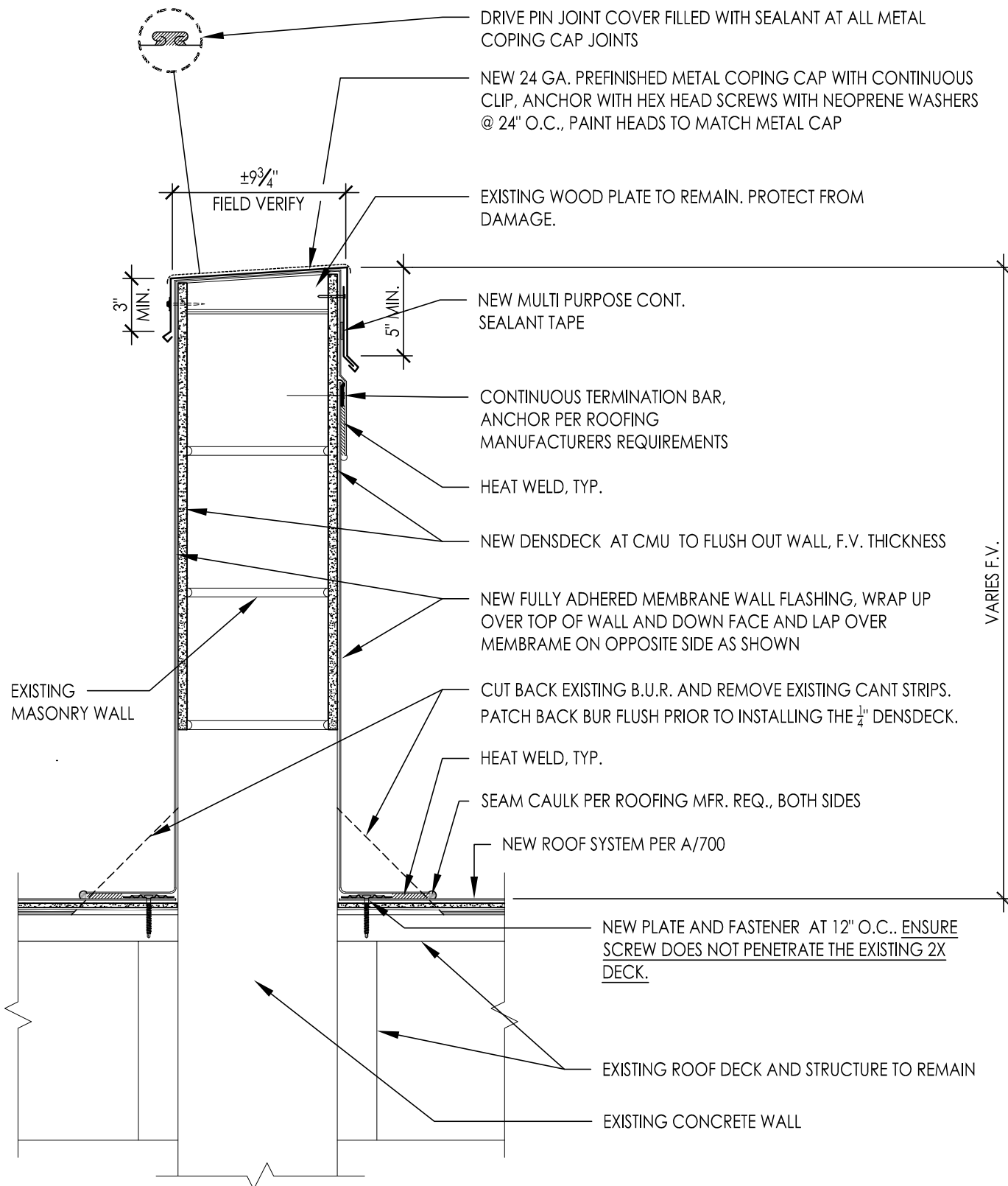
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DRIVE PIN JOINT COVER FILLED WITH SEALANT AT ALL METAL COPING CAP JOINTS

NEW 24 GA. PREFINISHED METAL COPING CAP WITH CONTINUOUS CLIP, ANCHOR WITH HEX HEAD SCREWS WITH NEOPRENE WASHERS @ 24" O.C., PAINT HEADS TO MATCH METAL CAP

±9 3/4"  
FIELD VERIFY

EXISTING WOOD PLATE TO REMAIN. PROTECT FROM DAMAGE.

3" MIN.

NEW MULTI PURPOSE CONT. SEALANT TAPE

5" MIN.

CONTINUOUS TERMINATION BAR, ANCHOR PER ROOFING MANUFACTURERS REQUIREMENTS

HEAT WELD, TYP.

NEW DENSDECK AT CMU TO FLUSH OUT WALL, F.V. THICKNESS

NEW FULLY ADHERED MEMBRANE WALL FLASHING, WRAP UP OVER TOP OF WALL AND DOWN FACE AND LAP OVER MEMBRANE ON OPPOSITE SIDE AS SHOWN

EXISTING MASONRY WALL

CUT BACK EXISTING B.U.R. AND REMOVE EXISTING CANT STRIPS. PATCH BACK BUR FLUSH PRIOR TO INSTALLING THE 1/4" DENSDECK.

HEAT WELD, TYP.

SEAM CAULK PER ROOFING MFR. REQ., BOTH SIDES

NEW ROOF SYSTEM PER A/700

NEW PLATE AND FASTENER AT 12" O.C.. ENSURE SCREW DOES NOT PENETRATE THE EXISTING 2X DECK.

EXISTING ROOF DECK AND STRUCTURE TO REMAIN

EXISTING CONCRETE WALL

VARIES F.V.

**A**

# INTERIOR PARAPET WALL FLASHING

SCALE: 1 1/2" = 1'-0"

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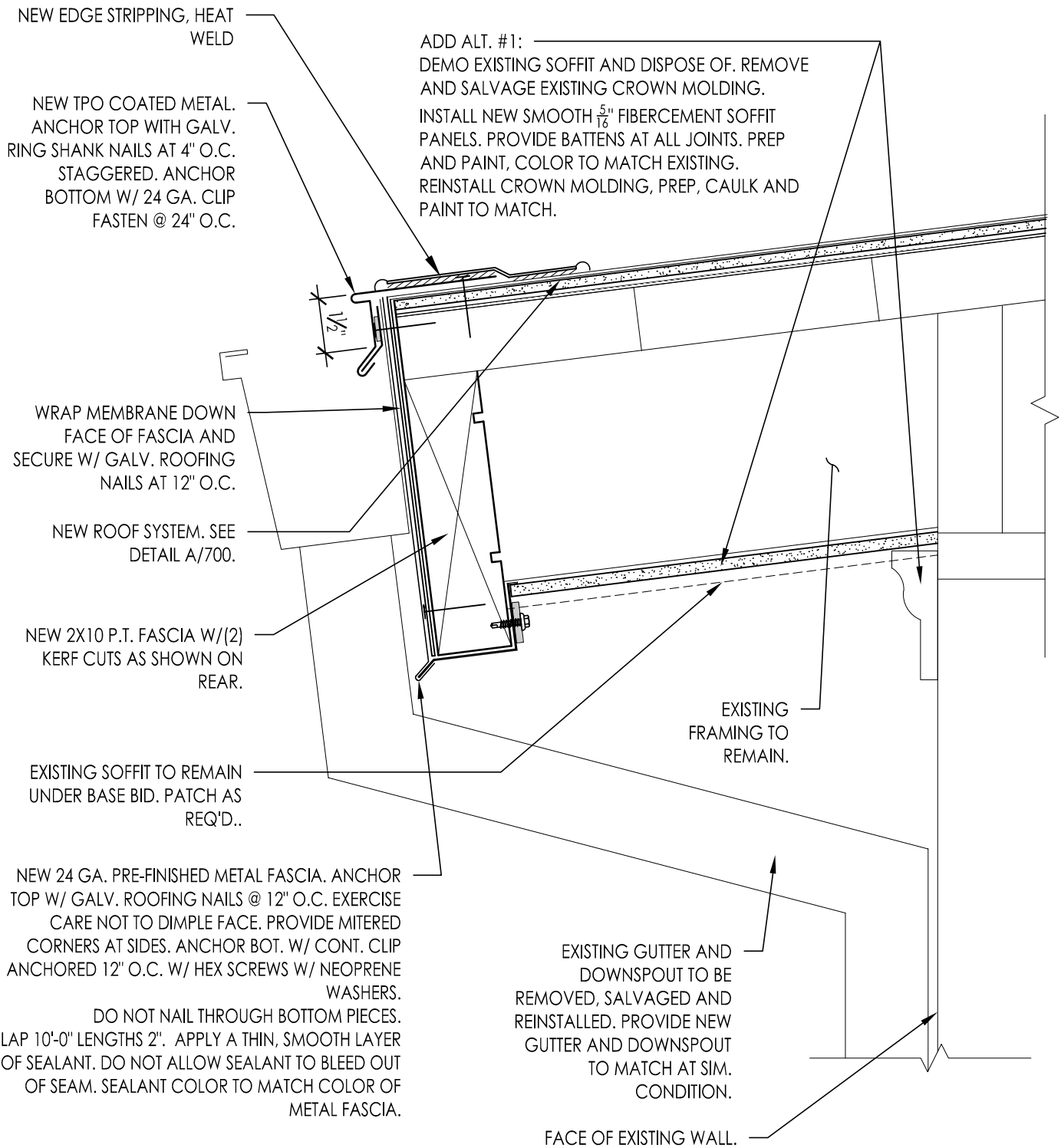
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# EAVE DETAIL

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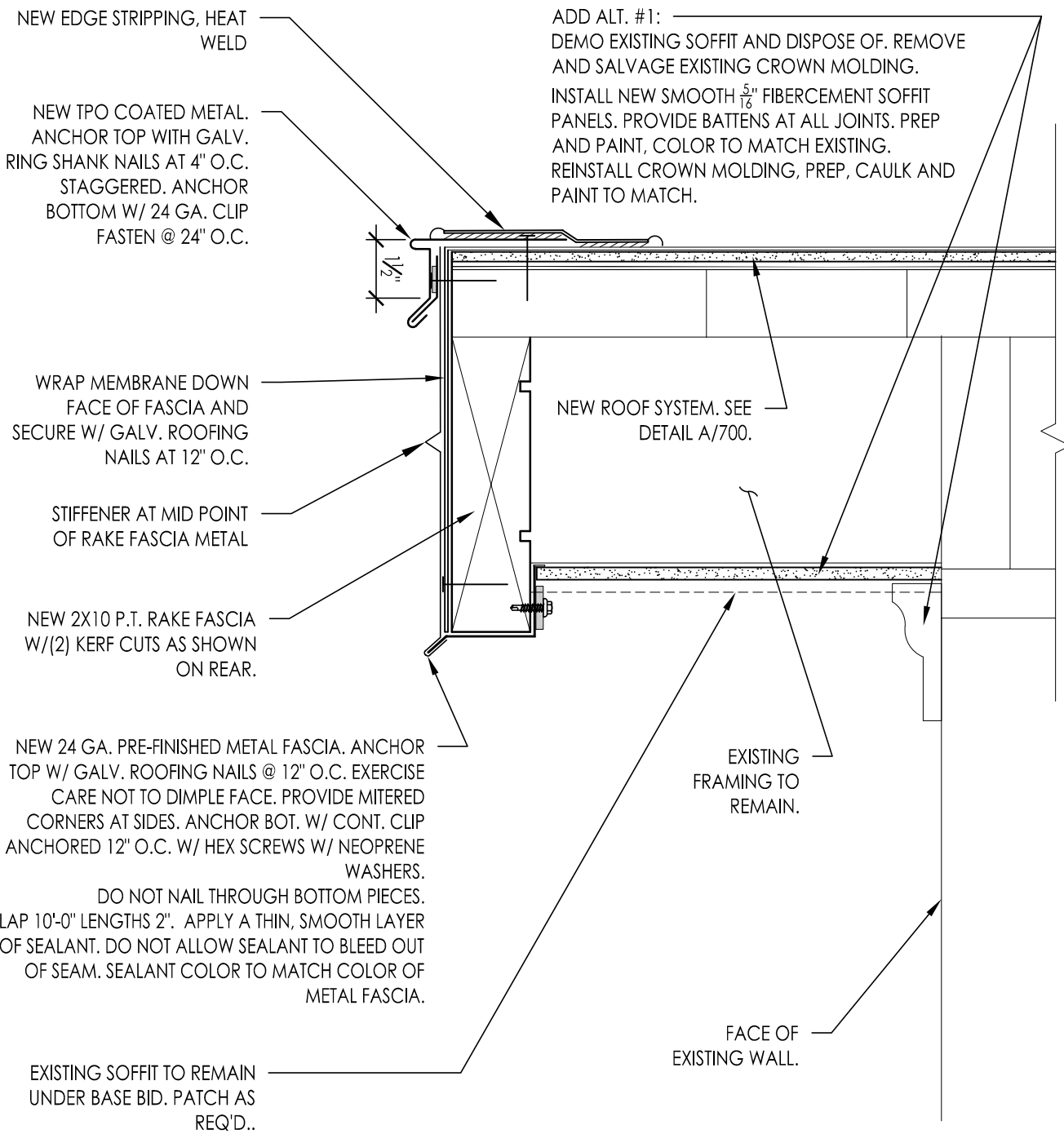
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**B**

# RAKE DETAIL

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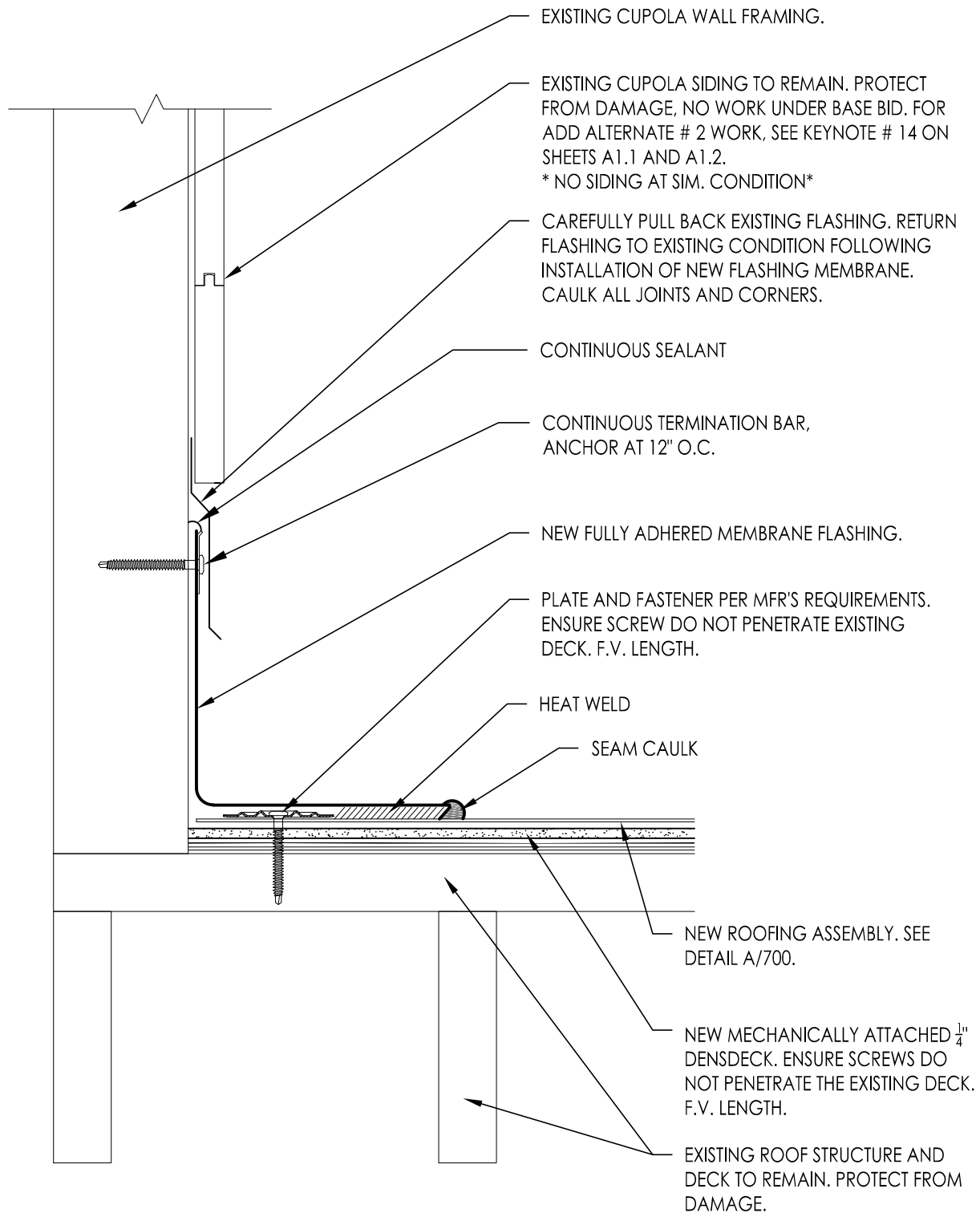
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**704**



**A**

# CUPOLA WALL FLASHING

Scale: 3" = 1'-0"

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SMITH  
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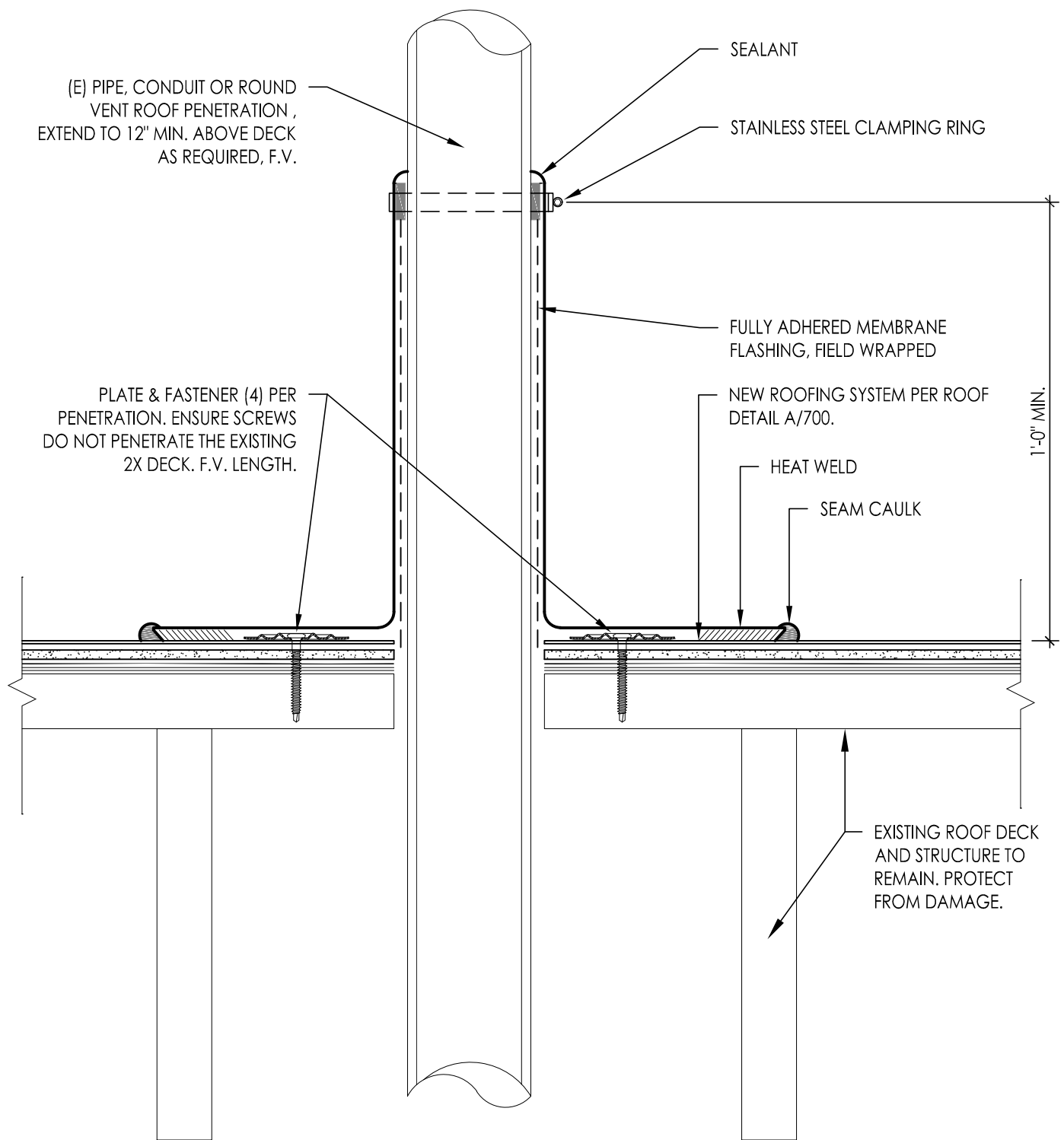
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**A**

# PIPE PENETRATION

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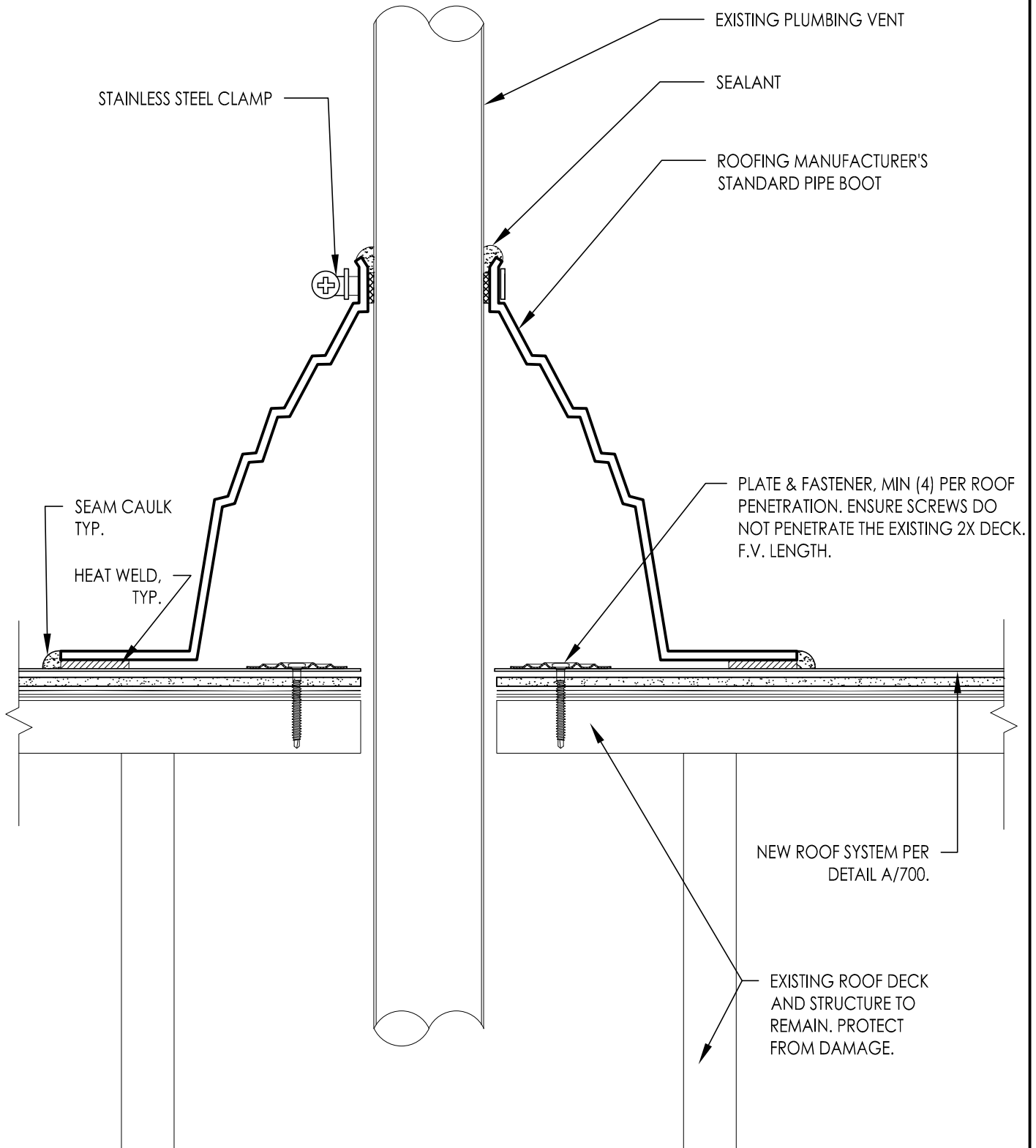
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# PLUMBING VENT FLASHING DETAIL

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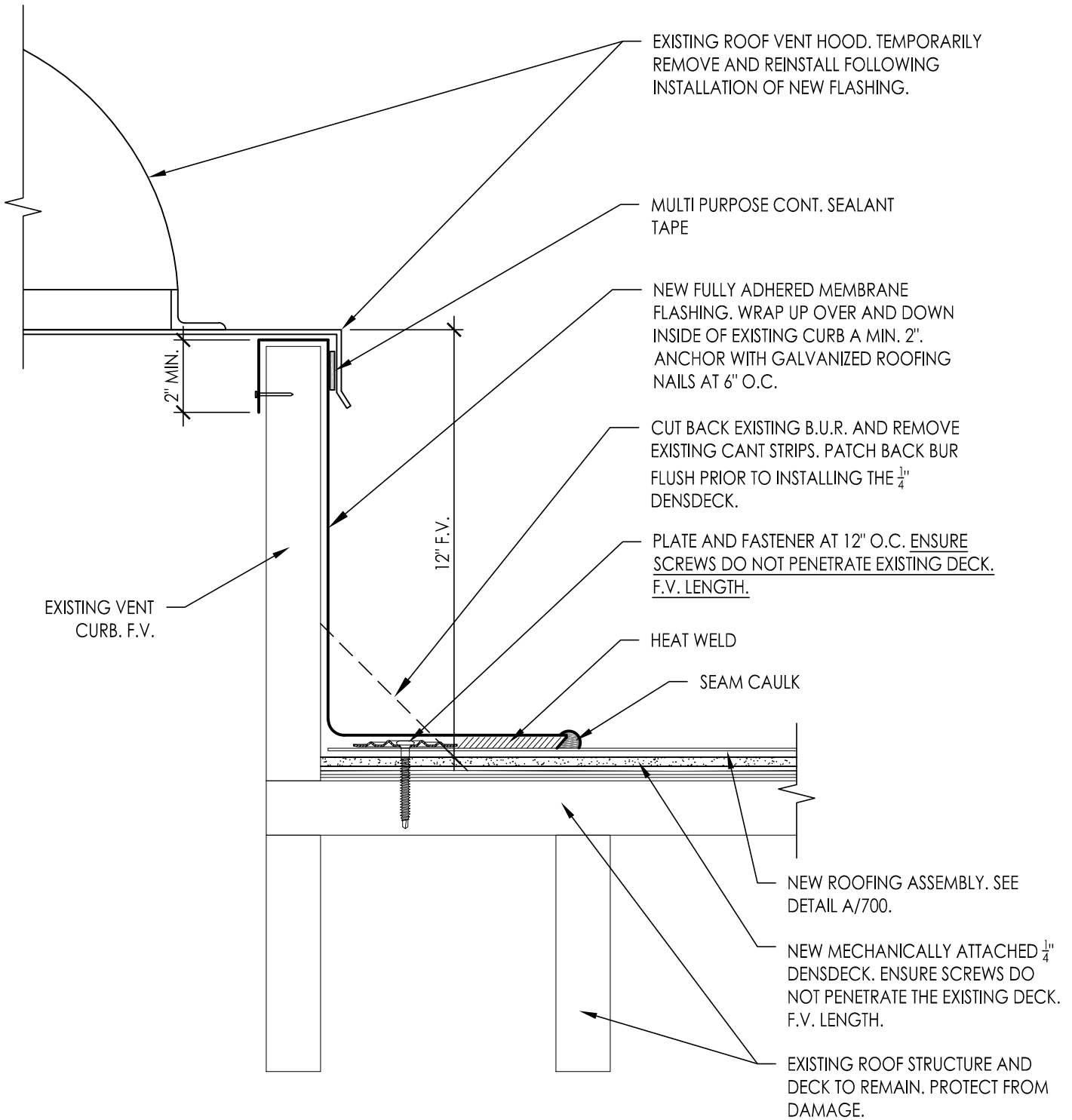
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# EXHAUST FAN DETAIL

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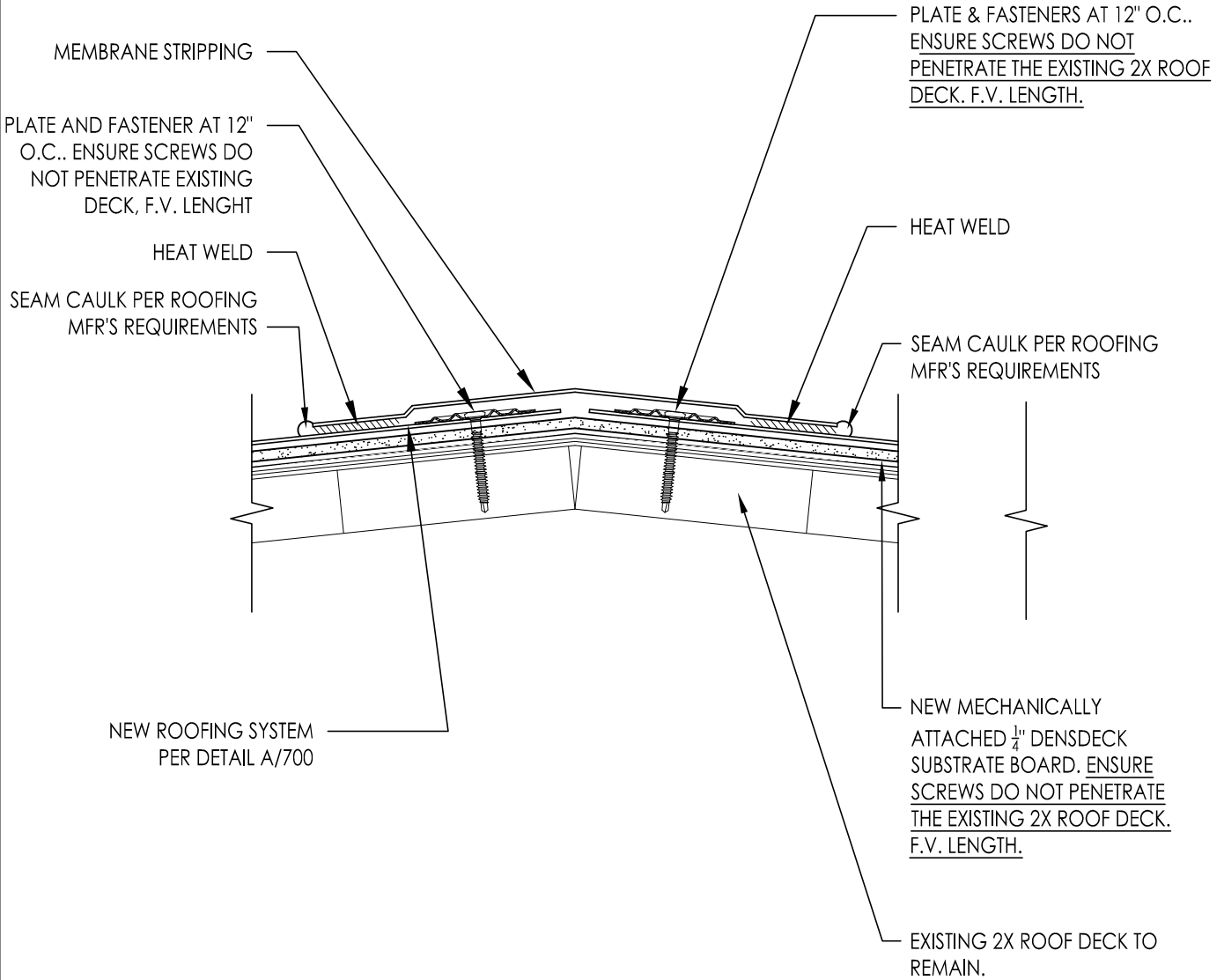
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