Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Purchase Order

Order Date: 03-17-2022

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	CPO 0211 4001 GSD2200000017 1	**Procurement Folder:**	965369
Document Name:	WV State Capitol North Stair Repair Project - Phase I	**Reason for Modification:**	
Document Description:	WV State Capitol North Stair Repair Project	Award of CRFQ GSD2200000023	
Procurement Type:	Central Purchase Order		
Buyer Name:	Melissa Pettrey		
Telephone:	(304) 558-0094		
Email:	melissa.k.pettrey@wv.gov		
Shipping Method:	Best Way	**Effective Start Date:**	
Free on Board:	FOB Dest, Freight Prepaid	**Effective End Date:**	

VENDOR

Vendor Customer Code: VS0000037778
SQP CONSTRUCTION GROUP INC
281 SMILEY DR

ST ALBANS WV 25177
US
Vendor Contact Phone: 3045323659 **Extension:**

Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	Not Entered		
#3	Not Entered		
#4	Not Entered		

DEPARTMENT CONTACT

Requestor Name: Aaron M Armstrong
Requestor Phone: 304-352-5492
Requestor Email: aaron.m.armstrong@wv.gov

22
FILE LOCATION _____

INVOICE TO

DEPARTMENT OF ADMINISTRATION
GENERAL SERVICES DIVISION
103 MICHIGAN AVENUE
CHARLESTON WV 25305
US

SHIP TO

DEPARTMENT OF ADMINISTRATION
GENERAL SERVICES DIVISION BLDG 1
1900 KANAWHA BLVD E
CHARLESTON WV 25305
US

3-22-22
BAR

Total Order Amount:	$3,606,799.00

Purchasing Division's File Copy

ENTERED

MRP 03/17/2022

PURCHASING DIVISION AUTHORIZATION	**ATTORNEY GENERAL APPROVAL AS TO FORM**	**ENCUMBRANCE CERTIFICATION**
DATE: 3/21/2022	**DATE:** 3/24/2022	**DATE:** Beverly Toler 3-24-22
ELECTRONIC SIGNATURE ON FILE	**ELECTRONIC SIGNATURE ON FILE**	**ELECTRONIC SIGNATURE ON FILE**

Extended Description:

One-Time Purchase
Construction

The Vendor, SQP Construction Group Inc., of St. Albans, WV, agrees to enter into this One-Time purchase with the WV Department of Administration, General Services Division ("Agency" and "Owner") for Selective Demolition, (of the WV Capitol North Stairs) per the specifications, project manual, drawings and terms and conditions, Addendum No. 1 dated12/17/2021, Addendum No. 2 dated12/22/2021, Addendum No. 3 dated01/19/2021, Addendum No. 4 dated 02/03/2022, and the Vendors submitted and accepted bid dated 02/08/2022.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	72151900	0.00000		0.000000	3606799.00
Service From	**Service To**	**Manufacturer**		**Model No**	
2022-04-01	2022-11-04				

Commodity Line Description: Base Bid

Extended Description:
Base Bid

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	72153402	0.00000	MO	124500.000000	0.00
Service From	**Service To**	**Manufacturer**		**Model No**	

Commodity Line Description: Unit Price 1:Temporary Weather Enclosure

Extended Description:
Price per month for retaining Temporary Weather Enclosure after Final Completion, see Project Manual Section 01 20 00, Item 2.03.A.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	72153402	0.00000	MO	16000.000000	0.00
Service From	**Service To**	**Manufacturer**		**Model No**	

Commodity Line Description: Unit Price 2: Overhead Protection

Extended Description:
Price per month for retaining Overhead Protection after Final Completion, see Project Manual Section 01 20 00, Item 2.03.A.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
4	72153402	0.00000	MO	13000.000000	0.00
Service From	**Service To**	**Manufacturer**		**Model No**	

Commodity Line Description: Unit Price 3:Construction Fence & Barriers

Extended Description:
Price per month for retaining Construction Fence & Barriers after Final Completion, see Project Manual Section 01 20 00, Item 2.03.A

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or **"Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or **"Proposal"** means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

Initial Contract Term: This Contract becomes effective on _____ and the initial contract term extends until _____.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☑ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within Two Hundred Forty (240) days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☑ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☑ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☑ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☑ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under $100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☑ **Commercial General Liability Insurance** in at least an amount of: $1,000,000.00 per occurrence.

☑ **Automobile Liability Insurance** in at least an amount of: $1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☑ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: $100,000.00 per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☑ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☑ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

> **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☑ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%)

of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars ($50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least $1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the

WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is $100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is $100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over $25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of $25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

(2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;

(3) The average number of employees in connection with the construction on the public improvement;

(4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is $100,000 or less or temporary or emergency repairs.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of $250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of $500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than $500,000. The term "construction project" does not include temporary or emergency repairs;

(2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.

☑ The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than $250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than $25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than $25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than $25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than $25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

i. The subcontractor listed in the original bid has filed for bankruptcy;

ii. The subcontractor in the original bid has been debarred or suspended; or

iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: SQP Construction Group Inc.

☐ Check this box if no subcontractors will perform more than $25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
Garage Door Operators Inc.	WV003611
May Contracting Inc.	WV040555
A J Vater & Co Inc.	WV001397
Easley & Rivers Inc.	WV001303
TKS Contracting Inc.	WV010684
Brewer & Company of WV Inc.	WV001124
Nitro Construction Services Inc.	WV042601
Cherry River Construction LLC.	WV049126
Grout Systems Inc.	WV013871
West Virginia Paving Inc.	WV001429
Dennlers Fencing LLC	WV011495
Wood Heating & Air Conditioning LLC	WV056776
Robinson and Son Plumbing HTG Inc	WV003087

Attach additional pages if necessary

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title)
Donald O. Gatewood, President

(Printed Name and Title)
281 Smiley Drive, St. Albans, WV 25177

(Address)
304-440-9200

(Phone Number) / (Fax Number)
dgatewood@sqpgc.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

SQP Construction Group, Inc.

(Company)

(Authorized Signature) (Representative Name, Title)

Donald O. Gatewood, President

(Printed Name and Title of Authorized Representative)

January 20, 2022

(Date)

304-440-9200

(Phone Number) (Fax Number)

GENERAL CONSTRUCTION SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Department of Administration, General Services Division ("Agency" and "Owner") to establish a contract for Selective Demolition, (of the WV Capitol North Stairs) Cataloging, Removal, Storage (on-site) in a weather enclosed structure, and providing Access and Assistance to the Engineer (WDP & Associates) serving as the Architect on this project.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Specifications Manual as defined below.

   2.1 "Construction Services" means selective demolition of the Main Capitol Building North Stairs, as more fully described in these specifications and the Specifications/Project Manual.

   2.2 "Pricing Page" means the pages contained in wvOASIS, attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Construction Services.

   2.3 "Solicitation" means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

   2.4 "Specifications/Project Manual" means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents ("AIA documents") attached thereto.

3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.

4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

   4.1. Experience: Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least Three (3) projects that involved work similar to that described in the Specifications/Project Manual. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist

in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

4.1.1. Qualifying projects must have been projects in which **historic** masonry work was successfully completed by the Vendor as a company.

5. **CONTRACT AWARD:** The Contract is intended to provide the Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.

6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted. Alternate selection will be identified in the Purchase Order.

7. **PROGRESS PAYMENTS:** The Vendor will be paid in the form of periodic progress payments for work completed. Payment requests along with documentation supporting the request will be submitted to and reviewed by the Architect. If approved, the Architect will communicate approval to the Owner and Owner will process payment. The Owner reserves the right to withhold liquidated damages from progress payments. Progress payments will be made no more than monthly.

   Approval and payment of progress payments will be based on Contractor's submission of a payment allocation schedule which allocates the entire contract sum to payment milestones. Architect and Owner will review the payment allocation and may mandate changes that they believe are necessary.

8. **RETAINAGE:** Agency is entitled to withhold Ten Percent (10%) from each progress payment made as retainage. Agency will partially release retainage upon certification of substantial completion by the Architect in accordance with this Contract but will continue to retain amounts sufficient to cover activities needed to reach final completion.

9. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.

10. **SUBSTANTIAL AND FINAL COMPLETION:** Vendor shall achieve Substantial Completion by One Hundred and Eighty (180) calendar days and final completion by Two Hundred and Forty (240) calendar days after the Contract start date established by the issuance

of the Notice to Proceed. Failure to meet the deadlines established herein, unless extended by change order authorizing additional time free of liquidated damages, will result in liquidated damages being applied.

11. **LIQUIDATED DAMAGES:** Vendor shall pay Liquidated Damages in the amount of $1,000.00 per calendar day for every calendar day beyond the date for Final Completion, as established by the issuance of the Notice to Proceed, for which Final Completion has not been achieved.

12. **PROJECT PLANS:** Copies of the project plans can be obtained by contacting the entity identified below.

Hard Copies of the Project Manual and Drawings may be obtained from:

Charleston Blueprint
1203 Virginia Street East
Charleston, WV 25301
Phone: 304-343-1063
Email: print@charlestonblueprint.com

Copies of project plans can be examined at the following locations

Kanawha Valley Builders Association
1627 Bigley Avenue
Charleston, WV 25302
Phone: 304-342-7141
Fax: 304-343-8014
Email: kvba@kvba.com

Contractors Association of West Virginia
2114 Kanawha Boulevard East
Charleston, West Virginia 25311
Phone: 304-342-1166
Fax: 304-342-1074
Email: cawv@cawv.org

Construction Employers Association NCWV
2794 White Hall Blvd
White Hall, WV 26554
Phone: 304-367-1290
Fax: 304-367-0126
Email: ceaplanroom@ceawv.com

Parkersburg Marietta Contractors Association
2905 Emerson Avenue
Parkersburg, WV 26104
Phone: 304-485-6485
Fax: 304-428-7622
Email: pmcadesk@gmail.com

Reed Construction Data
30 Technology Parkway South
Suite 100
Norcross, GA 30092
Phone: 800-364-2059
Fax: 800-317-0870
Email: projectinquiries@isqft.com

Pennsylvania Builders Exchange
1813 N. Franklin Street
Pittsburgh, PA 15233
Phone: 412-922-4200
Fax: 412-928-9406
Email: karen@pbe.org

Dodge Data and Analytics
4300 Beltway Place, Suite 180
Arlington, TX 76018-5253
Phone: 800-393-6343
Email: support@construction.com

Ohio Valley Construction Employer's Council
21 Armory Drive
Wheeling, WV 26003
Phone: (304)242-0520
Fax: (304)242-7261
Email: ovcec@ovcec.com

13. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.

14. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

14.1. Vendors must identify principal service personnel which will be issued access cards and/or keys to perform service.

14.2. Vendor will be responsible for controlling cards and keys and will pay a replacement fee if the cards or keys become lost or stolen.

14.3. Vendor shall notify the Agency immediately of any lost, stolen, or missing card or key.

14.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

14.5. Vendor shall inform all staff of Agency's security protocol and procedures.

15. MISCELLANEOUS:

15.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager:	Donald O. Gatewood
Telephone Number:	304-440-9200
Fax Number:	N/A
Email Address:	dgatewood@sqpgc.com

15.2. Owner's Representative: Owner's representative for notice purposes is

Name:	**Aaron Armstrong**
Telephone Number:	**(304) 352-5534**
Fax Number:	**(304) 558-1475**
Email Address:	**Aaron.M.Armstrong@wv.gov**

16. Initial Decision Maker: WDP & Associates, the Architect, shall serve as the Initial Decision Maker in matters relating to this contract.

GENERAL CONSTRUCTION SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Department of Administration, General Services Division ("Agency" and "Owner") to establish a contract for Selective Demolition, (of the WV Capitol North Stairs) Cataloging, Removal, Storage (on-site) in a weather enclosed structure, and providing Access and Assistance to the Engineer (WDP & Associates) serving as the Architect on this project.

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   2.1 **"Construction Services"** means selective demolition of the Main Capitol Building North Stairs, as more fully described in these specifications and the Specifications/Project Manual.

   2.2 **"Pricing Page"** means the pages contained in wvOASIS, attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Construction Services.

   2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

   2.4 **"Specifications/Project Manual"** means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents ("AIA documents") attached thereto.

3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.

4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

   4.1. **Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least Three (3) projects that involved work similar to that described in the Specifications/Project Manual. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other

information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

4.1.1. Qualifying projects must have been projects in which **historic** masonry work was successfully completed by the Vendor as a company.

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9. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.

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change order authorizing additional time free of liquidated damages, will result in liquidated damages being applied.

11. **LIQUIDATED DAMAGES:** Vendor shall pay Liquidated Damages in the amount of $1,000.00 per calendar day for every calendar day beyond the date for Final Completion, as established by the issuance of the Notice to Proceed, for which Final Completion has not been achieved.

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Charleston, WV 25302
Phone: 304-342-7141
Fax: 304-343-8014
Email: kvba@kvba.com

Contractors Association of West Virginia
2114 Kanawha Boulevard East
Charleston, West Virginia 25311
Phone: 304-342-1166
Fax: 304-342-1074
Email: cawv@cawv.org

Construction Employers Association NCWV
2794 White Hall Blvd
White Hall, WV 26554
Phone: 304-367-1290
Fax: 304-367-0126
Email: ceaplanroom@ceawv.com

Parkersburg Marietta Contractors Association
2905 Emerson Avenue
Parkersburg, WV 26104
Phone: 304-485-6485
Fax: 304-428-7622
Email: pmcadesk@gmail.com

Reed Construction Data
30 Technology Parkway South
Suite 100
Norcross, GA 30092
Phone: 800-364-2059
Fax: 800-317-0870
Email: projectinquiries@isqft.com

Pennsylvania Builders Exchange
1813 N. Franklin Street
Pittsburgh, PA 15233
Phone: 412-922-4200
Fax: 412-928-9406
Email: karen@pbe.org

Dodge Data and Analytics
4300 Beltway Place, Suite 180
Arlington, TX 76018-5253
Phone: 800-393-6343
Email: support@construction.com

Ohio Valley Construction Employer's Council
21 Armory Drive
Wheeling, WV 26003
Phone: (304)242-0520
Fax: (304)242-7261
Email: ovcec@ovcec.com

13. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.

14. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

14.1. Vendors must identify principal service personnel which will be issued access cards and/or keys to perform service.

14.2. Vendor will be responsible for controlling cards and keys and will pay a replacement fee if the cards or keys become lost or stolen.

14.3. Vendor shall notify the Agency immediately of any lost, stolen, or missing card or key.

14.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

14.5. Vendor shall inform all staff of Agency's security protocol and procedures.

15. MISCELLANEOUS:

15.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

15.2. Owner's Representative: Owner's representative for notice purposes is

Name:	**Aaron Armstrong**
Telephone Number:	**(304) 352-5534**
Fax Number:	**(304) 558-1475**
Email Address:	**Aaron.M.Armstrong@wv.gov**

16. Initial Decision Maker: WDP & Associates, the Architect, shall serve as the Initial Decision Maker in matters relating to this contract.

REQUEST FOR QUOTATION
WV State Capitol North Stair Repair Project, Phase 1
CRFQ GSD2200000023

EXHIBIT A – PRICING PAGE

Name of Bidder: SQP Construction Group, Inc.

The bidder, being familiar with and understanding the Bidding Documents, and having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies, and transportation and to perform all Work in accordance with the Bidding Documents within the time set forth for the sum of:

Commodity Line 1 - Base Bid (all inclusive lump sum bid for all Contract Services):

$ 3,606,799.00 **(A)**

Three Million Six Hundred Six Thousand Seven Hundred Ninety Nine Dollars

(Show amount in both words and numbers)

Commodity Line 2 – Unit Price (Temporary Weather Enclosure):
Price per month for retaining Temporary Weather Enclosure after Final Completion, see Project Manual Section 01 20 00, Item 2.04.A.

$ 124,500.00 **(B)**

One Hundred Twenty Four Thousand Five Hundred Dollars

(Show amount in both words and numbers)

Commodity Line 3 – Unit Price (Overhead Protection):
Price per month for retaining Overhead Protection after Final Completion, see Project Manual Section 01 20 00, Item 2.04.B.

$ 16,000.00 **(C)**

Sixteen Thousand Dollars

(Show amount in both words and numbers)

Commodity Line 4 – Unit Price (Construction Fence & Barriers):
Price per month for retaining Construction Fence & Barriers after Final Completion, see Project Manual Section 01 20 00, Item 2.04.C

$ 13,000.00 **(D)**

Thirteen Thousand Dollars

(Show amount in both words and numbers)

Total Bid Amount – (Sum of A+B+C+D)

$ 3,760,299.00 **(E)**

Three Million Seven Hundred Sixty Thousand Two Hundred Ninety Nine Dollars

(Show amount in both words and numbers)

	Department of Administration **Purchasing Division** **2019 Washington Street East** **Post Office Box 50130** **Charleston, WV 25305-0130**	**State of West Virginia** **Centralized Request for Quote** **Construction**

Proc Folder:	965369	**Reason for Modification:**
Doc Description:	Addendum No. 4 WV State Capitol North Stair Repair Project	Addendum No. 4
Proc Type:	Central Purchase Order	

Date Issued	Solicitation Closes	Solicitation No	Version
2022-02-03	2022-02-08 13:30	CRFQ 0211 GSD2200000023	5

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

SOLICITATION NUMBER: CRFQ 0211 GSD2200000023
Addendum Number: 4

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

[ ] Modify bid opening date and time

[ ] Modify specifications of product or service being sought

[✓] Attachment of vendor questions and responses

[ ] Attachment of pre-bid sign-in sheet

[ ] Correction of error

[ ] Other

Description of Modification to Solicitation:

Addendum No. 4 is issued to provide the following information to vendors:

1. To provide answers to the submitted Technical Questions, per Attachment A

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFQ 0211 GSD2200000023: WV State Capitol North Stair Repair Project – Phase I

Addendum #4, Attachment A

Technical Questions and Answers (for questions received by the deadline of January 26, 2022, as provided in Addendum #3)

Question 1: Specification Section 01 50 00 – Temporary Facilities & Controls, under 2.04, C "Temporary Access Drives" indicates the following:

C. Temporary Access drive shall consist of one of the following assemblies:

1. Molded high density polyethylene (HDPE) ground protection mats. Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

(a) Dura-Base
(b) DuraDeck
(c) Trakmat
(d) Or approved equal.

Please clarify where these HDPE Mats are required? Access Drives, Laydown Areas (grass, paved, sidewalk areas, etc.) Can a drawing be provided in an addendum indicating the anticipated location of these mats?

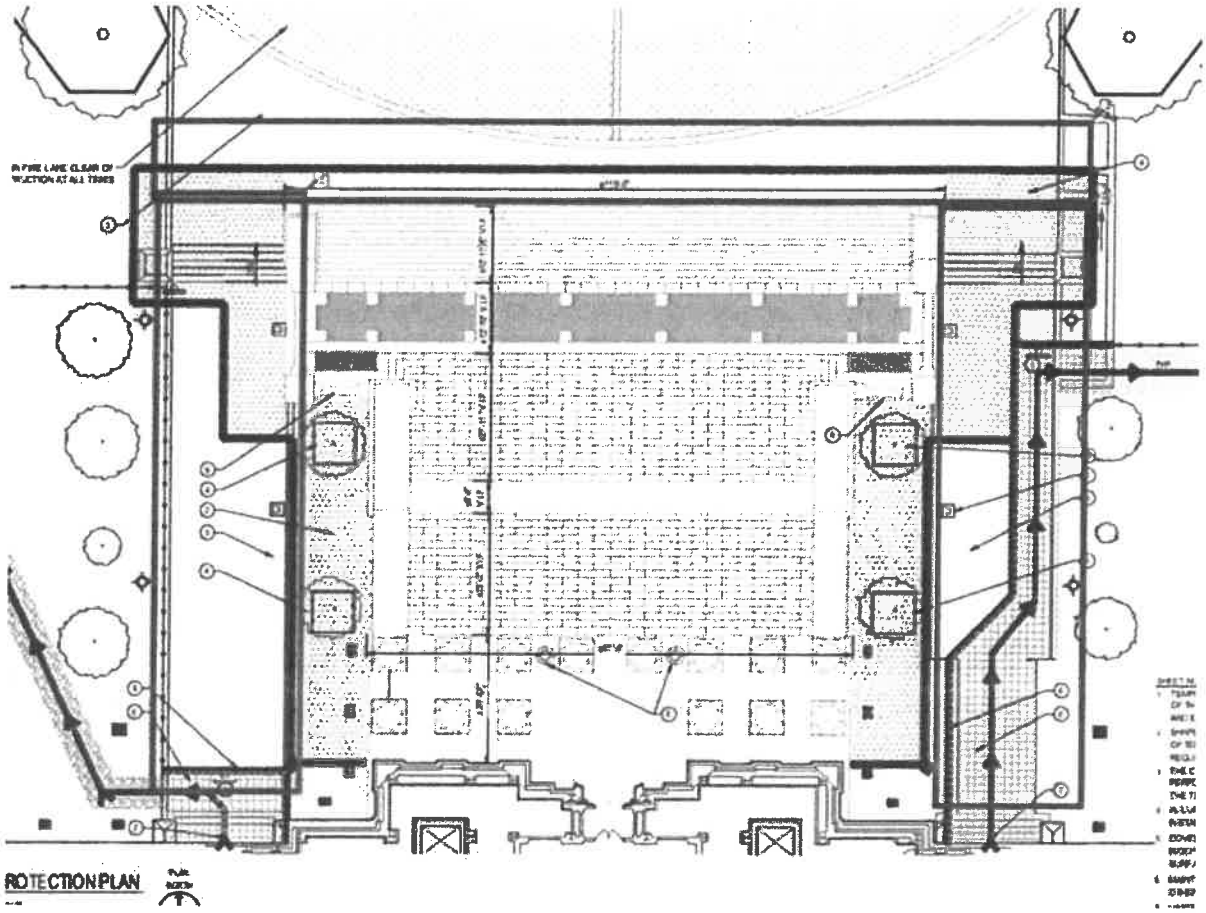
Answer 1:
The HDPE protection mats are required at the temporary access drives, which are to extend over turf areas that may be subject to traffic from vehicles or equipment, such as access to stone storage areas and drive aisles between rows of stone within the storage area. The precise locations and layout of the temporary access drives will vary depending on the Contractor's selected means and methods. As part of the submittal review process, the Contractor will be responsible for developing and submitting for approval a site plan showing the locations and layout of all temporary access drives based on the Contractor's means and methods and in accordance with the project requirements. Requirements for temporary access drives are included Specification Section 01 50 00, Article 1.09D.

Question 2: Please confirm that the Scaffold/Enclosure structure must be designed, including the weather wrap material to withstand the wind loads stated in Specification Section 01 56 00 Part 2.01.

Answer 2:

Yes, the temporary scaffold/enclosure structure, including the weather wrap, must be designed, installed, and maintained to support all loads, including but not limited to the specified wind loads, in Specification Section 01 56 00, Article 2.01.

Question 3: It is likely that the paver system located on the East and West sides of the main staircase, and pavers located North of the main staircase will need to be removed to facilitate the installation of a temporary foundation for the Scaffold/Enclosure System. Can you please confirm if there are any existing foundations below the paver system? (see image below)



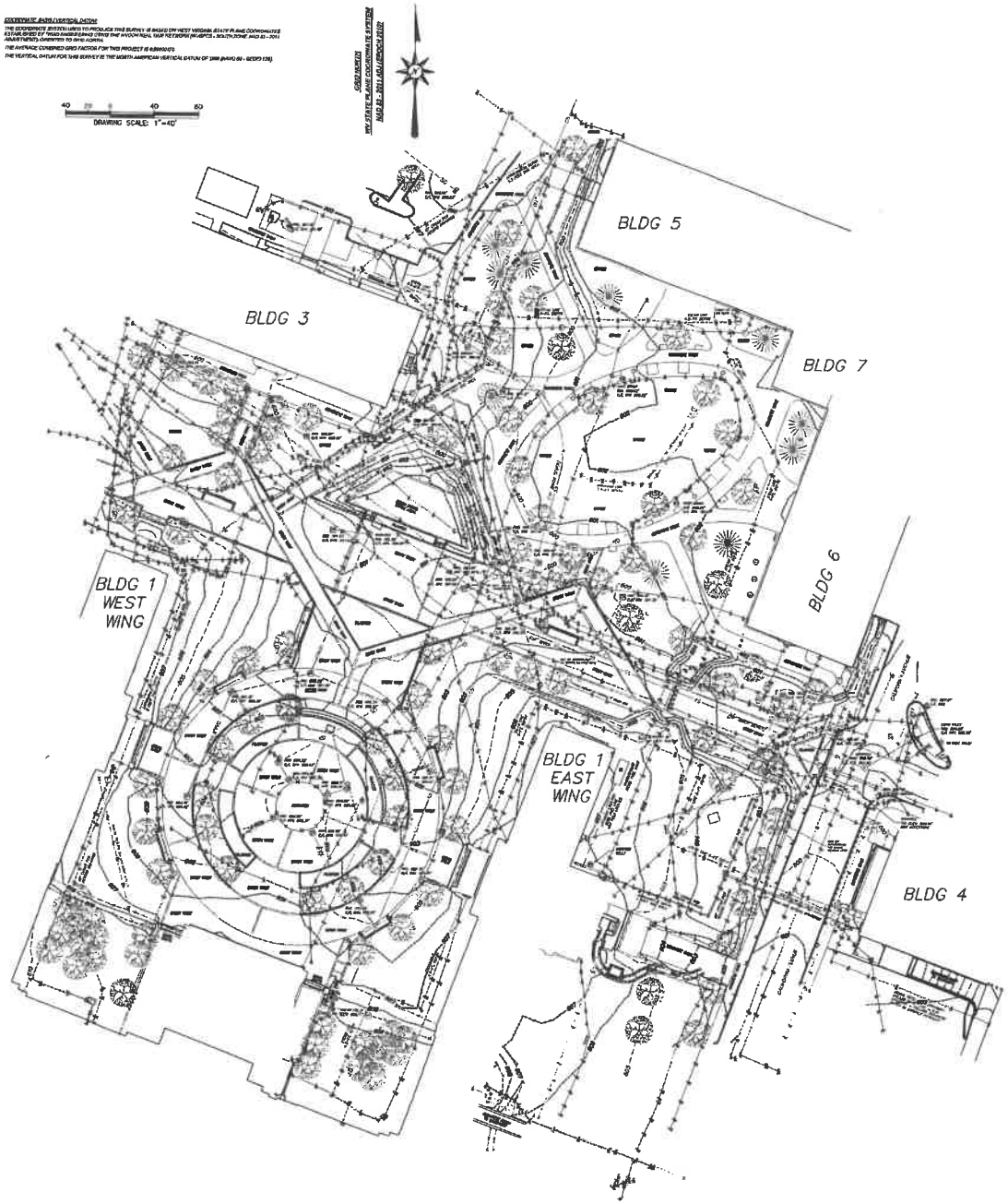
Answer 3: We are aware of a ductbank on the east side of the north portico but we are not aware of any foundations beneath the pavers. Attached to this Addendum is a Drawing showing the underground conditions known at this time (for reference only).

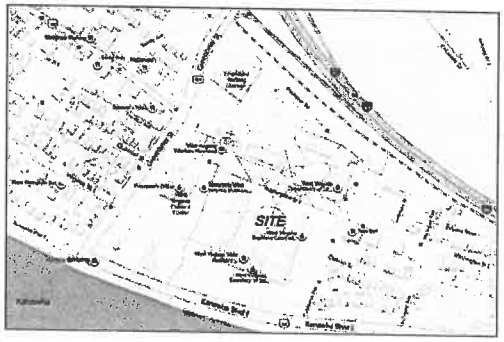
Question 4: With the limited amount of space in the North Courtyard Contractor Laydown Yard, considering the amount of area the stored salvaged stones will use, is there another location that can be used for Contractor Office/Crew Trailers and Tool Connex boxes?

Answer 4: Yes, additional space will be provided if the Contractor's site plan shows that the provided area is not sufficient.

Question 5: Is the State aware of any time previously that a 50T crane (gross vehicle weight 76,000lbs) was driven along the Construction Access Route? Can you confirm if there are any weight restrictions along the Construction Access Route, including the paver area immediately in front of the North Stairs?

Answer 5: Yes, we can confirm a crane has driven along the Construction Access Route. We are not aware of any weight restrictions along the Construction Access Route, including the paver area immediately in front of the North Stairs. The Contractor is responsible for the means and methods, including temporary protection measures.





VICINITY MAP - NOT TO SCALE

ZDS Design/Consulting Services
25th Anniversary

TRIAD ENGINEERING, INC.
www.triadeng.com
10541 Teays Valley Road
Scott Depot, WV 25560
PH: 304-755-0721

CLIENT:
West Virginia Department of Administration General Services Division

THIS SQUARE APPEARS 1"X1/2" ON FULL SIZE SHEETS

NO	DATE	REVISION

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PROJECT NAME:
Building #1, #3, #4, #5, & #7 Limited Heating System Upgrades

112 California Avenue, 5th Floor
Charleston, WV 25305

DRAWING TITLE:
Topographic & Utilities Location Survey

FILE: XXX
DRAWN BY: LMK
CHECKED BY: EAC
PROJ. NO: 0500000
DRAWING NO: S1.00

	Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	**State of West Virginia** **Centralized Request for Quote** **Construction**

Proc Folder: 965369 **Doc Description:** Addendum No. 3 WV State Capitol North Stair Repair Project **Proc Type:** Central Purchase Order			**Reason for Modification:** Addendum No. 3
Date Issued	**Solicitation Closes**	**Solicitation No**	**Version**
2022-01-19	2022-02-08 13:30	CRFQ 0211 GSD2200000023	4

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

SOLICITATION NUMBER: CRFQ 0211 GSD2200000023
Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

[✓] Modify bid opening date and time

[ ] Modify specifications of product or service being sought

[ ] Attachment of vendor questions and responses

[ ] Attachment of pre-bid sign-in sheet

[ ] Correction of error

[✓] Other

Description of Modification to Solicitation:

Addendum No.3 is issued to provide the following information to vendors:

1. To extend the deadline for submitting Technical Questions to January 26, 2022, by 3:00pm.

2. To revise the Bid Opening date and time to February 8, 2022, at 1:30pm

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

	Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	**State of West Virginia** **Centralized Request for Quote** **Construction**

Proc Folder: 965369	**Reason for Modification:**
Doc Description: Addendum No. 2 WV State Capitol North Stair Repair Project	Addendum No. 2
Proc Type: Central Purchase Order	

Date Issued	Solicitation Closes	Solicitation No	Version
2021-12-22	2022-01-20 13:30	CRFQ 0211 GSD2200000023	3

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

SOLICITATION NUMBER: CRFQ 0211 GSD2200000023
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

[ ] Modify bid opening date and time

[✓] Modify specifications of product or service being sought

[✓] Attachment of vendor questions and responses

[ ] Attachment of pre-bid sign-in sheet

[ ] Correction of error

[✓] Other

Description of Modification to Solicitation:

Addendum No. 2 is issued to provide the following information to vendors:

1. To provide answers to submitted Technical Questions received by the original deadline of 12/20/21, per Attachment A

2. To revise the specifications, per Attachment A.

3. To extend the deadline for submitting Technical Questions to December 27, 2021, by 3:00pm.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFQ Question GSD2200000023, Addendum #2
North Stair Repair Project
Attachment A

Technical Questions and Answers (for questions received by the original deadline of December 20, 2021)

(Note: Any questions received before the revised Technical Questions deadline will be answered by subsequent addendum).

Question 1: Can the bid due date be extended to January 28, 2022? Due to the complexity of the scope, and the up front design services required to prepare a responsive bid, we are requesting the bid due date to be extended to allow us the opportunity to provide a competitive proposal. With several subcontracting partners that will be required to perform the job, obtaining pricing from them will be challenging to receive during the holiday schedule…

Answer 1: See Addendum #1. Bid Opening date has been revised to January 20, 2022.

Question 2: Can the due date for questions be extended until sometime the week of December 27 th ?

Answer 2: The deadline for submitting technical questions is extended to December 27th, 2021 by 3:00pm.

Question 3: Due to the size and weight of limestone on cheek walls, is it possible to remove prior to installation of weather enclosure?

Answer 3: Yes, however the means, methods, phasing, and scheduling of the Work to comply with the project requirement is the responsibility of the Contractor. The Contractor shall develop and submit a Weather Protection Plan in accordance with Section 024119, Article 1.06.E demonstrating compliance with all project requirements. Following is an abridged list of relevant requirements provided for convenience only and is not meant to be comprehensive.

- The temporary structure covering [the] work area must be in place prior to removing any existing material that would expose the interior of the building to the elements (Sec. 011100, Art. 1.13.B(d))
- Proposed temporary weather protection shall prevent water entry into the interior of the building during the construction period (Sec. 024119, Art. 1.06.E).
- The Contractor is responsible for any damage to the building not documented as an existing condition (Sec. 013233, Art. 3.02.A.6).

Question 4: Does the State have access to a portion of the Laidley Field parking lot? If so, would it be possible to use a portion of the parking lot to store stone materials in the event the proposed staging area is not adequate?

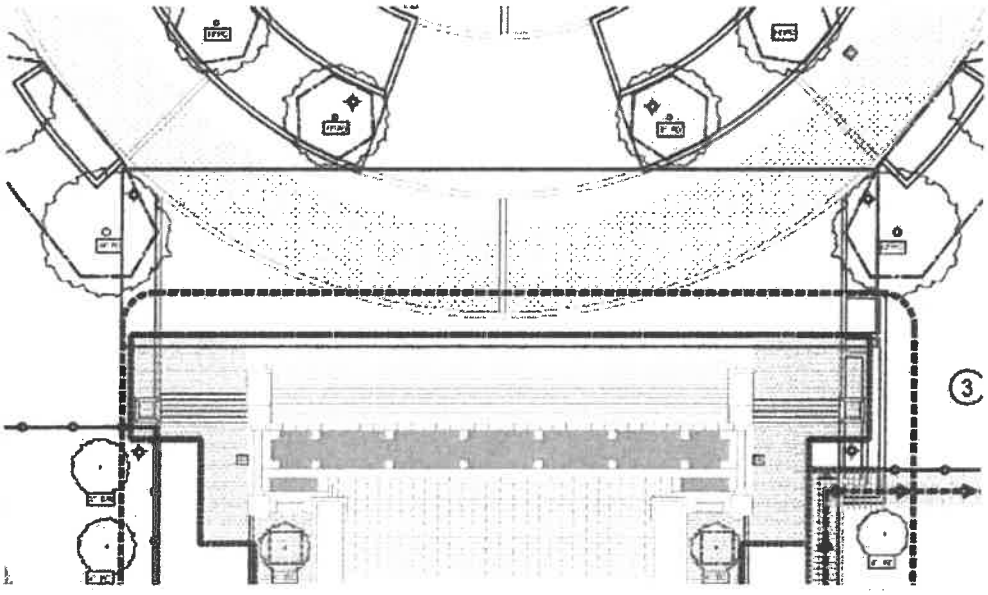
Answer 4: It is highly unlikely that the Laidley Field parking lot would be an available area for storing stone materials were the proposed staging area be inadequate. However, the Owner will provide additional, more proximal areas should the need arise. This does not relieve the Contractor from making every effort to appropriately organize the proposed staging area for stone material storage.

CRFQ Question GSD2200000023, Addendum #2
North Stair Repair Project
Attachment A

Question 5: Will WDP supply blank documents or a drawing for the contractor to record existing location of each stone or will it be contractor's responsibility?

Answer 5: Yes, WDP will provide reference drawings for use in documenting the existing conditions and in developing the site plan submission. The provided drawings will not relieve the Contractor from the responsibility of engaging a professional surveyor to verify and document the actual field conditions and developing a digital drawing file based on the survey as required per Section 015600, Articles 1.05.A, 1.06, and 1.07.

Question 6: Can the State provide a drawing detail of the paver system makeup in the area marked on the drawing in the red box? It is our understanding that enclosure towers may be required to rest on this area and understanding the substrate details is necessary to ensure appropriate footing is designed.



Answer 6: Support of the temporary enclosure and access support structure at paved areas is addressed in Annotation 3 on Sheet G1.03 and Annotation 7 on Sheet G3.01. Please revise Annotation 3 on Sheet G1.03 to read: "The enclosure and access structure shall not bear on existing pavements. If support is required at a paved area, remove and salvage pavers at support location and install temporary engineered foundation to support structure." Evaluation of the paver system substrate should be included in the geotechnical investigation performed as part of the foundation design.

Specifications Revisions

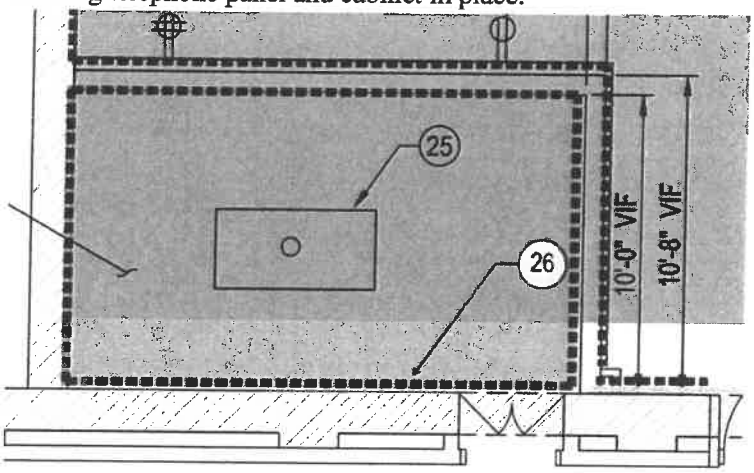
Revision: In Section 01 56 00, please delete Article 2.09 in its entirely.

Revision: In Sheet D1.01, Sheet Note 1, delete "Owner to remove" and substitute "Contractor shall remove and discard"

CRFQ Question GSD2200000023, Addendum #2
North Stair Repair Project
Attachment A

Addition: On Sheet D1.01, please add the following to the Sheet Notes: "4. Contractor shall remove and discard all ethernet cables and data jacks. Contractor shall cut the two yellow fiber-optic cables 8 feet from the wall penetration and discard the cut segment. Remaining segments shall be rolled up, salvaged, and protected in place for future reconnection by others.

Addition: On Sheet D1.01, please add the following annotation at the location shown below: "26. Protect existing telephone panel and cabinet in place."



Correction: On Sheet D1.03, correct the detail number "1/G4.01" to read "1/D1.03".

	Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	**State of West Virginia** **Centralized Request for Quote** **Construction**

Proc Folder: 965369	**Reason for Modification:**
Doc Description: WV State Capitol North Stair Repair Project - Phase I	Addendum No. 1
Proc Type: Central Purchase Order	

Date Issued	Solicitation Closes	Solicitation No	Version
2021-12-17	2022-01-20 13:30	CRFQ 0211 GSD2200000023	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

SOLICITATION NUMBER: CRFQ 0211 GSD2200000023
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

[✓] Modify bid opening date and time

[✓] Modify specifications of product or service being sought

[ ] Attachment of vendor questions and responses

[✓] Attachment of pre-bid sign-in sheet

[✓] Correction of error

[✓] Other

Description of Modification to Solicitation:

Addendum No. 1 is issued to provide the following information to vendors:

1. To provide a copy of the Mandatory Pre Bid Sign In Sheet, per Attachment A
2. To revise the Bid Opening Date to January 20, 2022. Time remains 1:30PM.
3. To clarify the integration of the AIA A201 and WV Supplementary Conditions, per Attachment A.
4. To revise the Contract Term in both the General Conditions and the General Construction Specifications of the Centralized Request for Quotations, per Attachment A.
5. To correct an error on the Pricing Page, per Attachment A, and by adding a revised Pricing Page with this addendum.
6. To provide a copy of the Mandatory Pre Bid Meeting presentation, per Attachment A.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFQ 0211 GSD2200000023 Addendum 1

ATTACHMENT A

1. Postpone Bid Opening Date from 1/6/022 to 1/20/2022. Bid Opening Time Remains 1:30pm.

2. Clarification: The Project Manual includes references to the AIA A201-2017 General Conditions of the Contract for Construction, the State of West Virginia Supplementary Conditions to AIA Document A201-2017 General Conditions of the Contract for Construction, plus multiple AIA Forms (as samples). Along with the Bidding Documents, the AIA A201-2017 and WV Supplementary Conditions will form the awarded Contract. The AIA forms will utilized during the project. These documents are included by reference only in the Project Manual. The AIA documents are readily available for review online (www.aiacontracts.org) and the WV Supplementary Conditions are attached to this Addendum for review.

3. Revision: Please revise the Contract Term, Fixed Period Contract (Item 3) in the General Conditions of the Centralized Request for Quotations to read: "**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within Two Hundred and Forty (240) days."

4. Revision: Please revise the Substantial and Final Completion (Item 10) of the General Construction Specifications in the Centralized Request for Quotations to read: "**SUBSTANTIAL AND FINAL COMPLETION:** Vendor shall achieve Substantial Completion by One Hundred and Eighty (180) calendar days and Final Completion by Two Hundred and Forty (240) calendar days after the Contract start date established by the issuance of the Notice to Proceed. Failure to meet the deadlines established herein, unless extended by change order authorizing additional time free of liquidated damages, will result in liquidated damages being applied."

5. Correction: The originally issued Exhibit A Pricing Page (from the General Construction Specifications) included an inaccurate manner in which bidders should calculate their Total Bid Amount. Per the attached, Total Bid Amount is calculated by adding Pricing Page lines A, B, C & D (not E, which is the Total Bid Amount).

6. Addition: Please find attached a copy of the Powerpoint presentation from the Mandatory Pre Bid Meeting. It is included only as a courtesy. In any instance in which information in the presentation conflicts with information in the Project Plans or Centralized Request for Quotations, the latter two documents prevail. Information regarding a subsequent "Phase 2" project is only included to provide context between this

project and that latter one. Note: The Bid Opening date shown in the presentation has been revised by this Addendum. Note: The March 2022 Notice to Proceed "milestone" indicated in the presentation is only an estimate.

Pre-Bid Sign-In Sheet

Solicitation Number: 0211 GSD220000023
Date of Pre-Bid Meeting: 15 DEC 21
Location of Prebid Meeting: Bldg 4

Please Note:
Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.
Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.
For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
Wilson Restoration	Michael Lowe	PO Box 14250 Pgh, PA 15239	412-600-8801	412-793-1301	mikelowe@wilsonrestoration.net
SQP Construction	Scott Cunningham	281 Smiley Dr. St Albans, WV 25177	304-532 3659	N/A	estimating@sqpgc.com
BBL Carlton	Scott Thomas	~~St Rose Associates~~ 600 Kanawha Blvd. East Suite 200 Charleston, WV	304-400-2158		Sthomas@bblcarlton.com
BBL CARLTON	TODD COREY	600 KANAWHA BLVD, E. SUITE 200 CHARLESTON WV 25301	304.345.1300	304.345.1304	tcorey@bblcarlton.com
METRO MASONRY	SHANE WAGNER	5033A ST. RT 10 BARBOURSVILLE, WV. 25504	304 360 5892		shanewagner@metromasonrywv.com
[redacted] Persinger + Associates	Will Bowman	1509 Hansford ST Charleston, WV 25311	304 [redacted]344 5200		will@persinger and associates.com

***One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.*

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ 0211 GSD2200000023
Date of Pre-Bid Meeting: 12/15/2021
Location of Prebid Meeting: Building Four

Please Note:
Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.
Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.
For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
Pullman	Mark Bott	140 S. Campus Drive Pittsburgh, PA 15126	412-505-0955	412-505-0958	mbott@pullman-services.com
BrandSafway Industries	Jeff Sison	525 28th Street Huntington WV 25702	304-562-5772 304-397-8407 (direct)	304-562-1860	JSeison@brandsafway.com

**One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.*

State of West Virginia

Supplementary Conditions to AIA Document A201-2017
General Conditions of the Contract for Construction

The following Supplementary Conditions modify the General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

Order of Precedence: The documents contained in the contract to which this document has been attached shall be interpreted in the following order of precedence:

First Priority – Documents developed by the State or agency and utilized to provide public notice of the solicitation, along with other general terms and conditions shall be first in priority.

Second Priority – This document "Supplementary Conditions to the AIA Document A201-2017 General Conditions of the Contract for Construction" shall be second in priority.

Third Priority – all other AIA documents including, but not limited to, the AIA Document A201-2017 General Conditions of the Contract for Construction and the A101-2017 Standard Form of Agreement Between Owner and Contractor (when utilized) shall be third or lower in priority.

ARTICLE 1
GENERAL PROVISIONS

Add the following Section to Article 1:

§1.05 PARTY RELATIONS

§1.05 The Owner and their consultants, the Architect and their Consultants, and the Contractor and their Subcontractors agree to proceed with the Work on the basis of mutual trust, good faith and fair dealing.

§1.1 BASIC DEFINITIONS

§1.1.1 THE CONTRACT DOCUMENTS

§1.1.1 Delete the last sentence of this Section and substitute the following:

The Contract Documents also include the Bidding Documents (Advertisement or Invitation to Bid, Request for Quotations/Bids, Instructions to Bidders, Form of Proposal, Bid Bond and Sample Forms), Performance Bond, Payment Bond, Maintenance Bond (if applicable), Certificates of Insurance, Special Provisions For Disadvantaged and Women Business Enterprise Utilization (if bound herein).

§1.1.2 THE CONTRACT

§1.1.2 Make the following changes to Section 1.1.2:

In the last sentence, insert "and the Contractor" after "The Architect" and delete "the Architect's" and insert "their respective".

§1.2 Correlation and intent of Contract Documents

§1.2.1.1 In the second sentence, remove "any law" and insert "West Virginia law or any applicable federal law". In the last sentence, remove "by law" and insert "West Virginia law or any applicable federal law".

§1.7 Digital Data Use and Transmission

§1.7 Delete the last sentence of this section in its entirety.

§1.8 Building Information Models Use and Reliance

§ 1.8 Remove this section in its entirety and replace it with the following:

"Any use of, or reliance on, all or a portion of a building information model must be approved in advance by Owner and will only be permitted if the Parties have agreed upon and executed written documents to memorialize protocols governing the use of, and reliance on, the information contained in the model."

ARTICLE 2
OWNER

§2.1 GENERAL

§ 2.1.1 Add the following after the last sentence:

Notwithstanding the foregoing, the parties understand that since Owner is a government entity, change orders will often require approval by entities in addition to owner. When owner is a state agency, those entities may include, but are not limited to, the West Virginia Attorney General's Office and the West Virginia Purchasing Division. Additionally, approval may be required by agencies providing project funding, including but not limited to, West Virginia School Building Authority and agencies of the United States federal government.

§2.1.2 Delete Section 2.1.2 in its entirety.

§2.1 Add the following Section to 2.1:

§2.1.3 The Owner and the agency funding the project reserve the right to maintain a full time or part time project representative (sometimes referred to as the "Clerk of the Works") at the project site who shall keep the Owner informed of the progress and quality of the Work and responsibilities. The Contractor shall cooperate and assist the Clerk of the Works in the performance of his/her duties. The Clerk of the Works will not interfere with or be responsible for the Contractor's supervision and direction of the Work, and the Contractor's means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. The Clerk of the Works may facilitate communications between the Owner, Architect, and Contractor but has no authority to make decisions for the Owner, approve modifications to the Contract Documents, the Contract Time, or Contract Sum. Additionally, Contractor is not permitted to rely on or consider decisions made by the Clerk of the Works on behalf of Owner

§2.2 Evidence of the Owner's Financial Arrangements: Delete § 2.2 and all of its subsections in its entirety.

§2.3 Information and Services Required of Owner

§2.3.2 Make the following changes to Section 2.3.2:

In first sentence, delete the period and add ", when required pursuant to West Virginia Code §30-12-1 et seq." Add the following sentence at the end of Section 2.3.2: "If the Owner does not retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located, the Owner will appoint an individual to assume the role and obligations of the Architect pursuant to this Agreement."

§2.3.3 Delete this section in its entirety.

§2.3.4 Delete the last sentence of Section 2.3.4 and substitute the following:

The Contractor shall confirm the locations of each utility. If the Owner has provided geotechnical and other tests to determine subsurface conditions, the Owner will provide such documents to the Contractor; the Contractor acknowledges that it will make no claims for any subsurface or any other conditions revealed by these tests.

ARTICLE 3
CONTRACTOR

§3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§3.2.2 Add the following sentence to the end of Section 3.2.2:

Claims by Contractor resulting from its failure to familiarize itself with the site shall be deemed waived. Additionally, by submitting a bid or otherwise entering into this contract, Contractor acknowledges that it has reviewed and understands the contract documents and the work required by those documents. Any claims arising from Contractor's failure to review and understand the contract documents shall be deemed waived.

§3.2.3 Delete Section 3.2.3 in its entirety and substitute the following:

§3.2.3 The Contractor acknowledges its continuing duty to review and evaluate the Construction Documents during performance of its services and shall immediately notify the Owner and the Architect about any problems, conflicts, defects, deficiencies, inconsistencies or omissions it discovers in or between the Construction Documents; and variances it discovers between the Construction Documents and applicable laws, statutes, building codes, rules and regulations.

§ 3.2.4 Add the following clauses to Section 3.2.4:

§3.2.4.1 If the Contractor performs any Work which it knows or should have known involves a recognized problem, conflict, defect, deficiency, inconsistency or omission in the Construction Documents; or a variance between the Construction Documents and requirements of applicable laws, statutes, building codes, rules and regulations, without notifying the Owner and the Architect prior to receiving written authorization from the Architect to proceed, the Contractor shall be responsible for the consequences of such performance.

§3.2.4.2 Before ordering any materials or doing any Work, the Contractor and Subcontractors shall verify all measurements at the site and shall be responsible for the correctness of same. Discrepancies shall be reported in writing to the Architect prior to proceeding with the Work. No extra charge or compensation will be

entertained due to differences between actual measurements and dimensions indicated on the drawings, if such differences do not result in a change in the scope of Work or if the Architect failed to receive written notice before the Work was performed.

§3.4 LABOR AND MATERIALS

§3.4.1 Vendor must review and comply with the following statutory requirements affecting public construction projects, as well as any other applicable laws that are not referenced herein:

- W. Va. Code § 5-19-1 et seq., relating to domestic steel preference.
- W. Va. Code § 5A-3-56 relating to domestic steel preference, provided that the Owner is a state agency subject to Chapter 5A, Article 3 of the W. Va. Code.
- W. Va. Code § §21-1C-1 *et seq.*, relating to local hiring preference
- W. Va. Code §21-1D-1 *et seq.*, relating to drug free workplace requirements.

§3.4 Add the following Sections to 3.4:

§3.4.4 Where materials and equipment are to be provided by the Owner under the Contract Documents, the Contractor shall notify the Owner in writing as to when materials and equipment are required on the project site in sufficient time to avoid delay in the Work.

§3.4.5 The Contractor shall employ labor on the Project or in connection with the Work, capable of working harmoniously with all trade crafts and any other individuals associated with the Project. The Contractor shall also use its best efforts and implement policies and practices to minimize the likelihood of any strike, work stoppage or other labor disturbance. Except as specifically provided in this Agreement, Contractor shall not be entitled to any adjustment in the Contract sum or Contract time and shall be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes, or strikes by the work force of or provided by Contractor or its Subcontractors.

§3.5 WARRANTY

§3.5 Add the following sentence at the end of Section 3.5:

The Contractor agrees to assign to the Owner at time of Final Completion of the Work, any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such a manner so as to preserve any and all such warranties.

§3.8 ALLOWANCES

§3.8.3 Make the following change to Section 3.8.3:

§3.8.3 Delete "with reasonable promptness" and insert "in sufficient time to avoid delay in the Work."

Add the following Section to 3.8:

§3.8.4 The Contractor shall promptly submit to the Owner an itemized account of any expenditure by the Contractor of the Contract allowance in sufficient detail to allow the Owner to properly account for such expenditure.

§3.9 SUPERINTENDENT/PROJECT MANAGER

§3.9.1 Add the following sentence to the end of Section 3.9.1:

The Contractor may also employ a competent project manager.

§3.9.2 Make the following changes to Section 3.9.2:

In the first sentence, add "and project manager, if applicable" after "superintendent." In the second sentence, add "or project manager, if applicable," after "superintendent."

§3.9.3 Make the following changes to Section 3.9.3:

In the first sentence, add "or project manager, if applicable," after "superintendent." In the second sentence, add "or project manager, if applicable," after "superintendent."

§3.9 Add the following Section to 3.9:

§3.9.4 The Owner shall have the right, at any time, to direct a change in the Contractor's representatives if their performance is deemed unsatisfactory.

§3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§3.10.1 Make the following changes to Section 3.10.1:

In the first sentence, delete the word "promptly" and substitute "by the earliest reasonable date".

Add the following sentence to the end of Section 3.10.1: "The Contractor shall submit an updated construction schedule with each payment application, unless waived by the Owner."

Add the following Sections to 3.10:

§3.10.4 At any time after the first thirty (30) days of the Contract Time, if it is found that the project is two (2) weeks or more behind schedule, beyond approved time extensions, or if at any time during

the last thirty (30) days of the scheduled Contract Time the Contractor is one (1) week or more behind schedule, the Contractor shall immediately submit a plan to the Owner describing how the Work will be placed back on schedule within the remaining Contract Time.

§3.10.5 If the Owner and the Architect determine that the performance of the Work during any stage of the construction schedule last approved by the Owner has not progressed or reached the level of completion required by the Contract Documents, the Owner will have the right to order the Contractor to take corrective measures (hereinafter referred to collectively as Extraordinary Measures) necessary to expedite the progress of the Work, including, without limitation: (1) working additional shifts or overtime; (2) supplying additional manpower, equipment and facilities; and (3) other similar measures. Such Extraordinary Measures shall continue until the progress of the Work complies with the last approved construction schedule. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule after allowing for approved extensions of Contract Time as provided elsewhere in this Agreement. The Contractor is not entitled to an adjustment in the Contract Sum in connection with any Extraordinary Measures required by the Owner. The Owner may exercise its rights under this Section as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with the construction schedule.

§3.11 DOCUMENTS AND SAMPLES AT THE SITE

§3.11 Insert the following sentence at the end of Section 3.11:

The Contractor's compliance with this Section 3.11 shall be a condition precedent to any obligation of the Owner to make Final Payment pursuant to this Agreement.

§3.15 CLEANING UP

§3.15.2 Delete Section 3.15.2 in its entirety and substitute the following:

§3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and may withhold such reasonable costs as necessary for the fulfillment of the Contractor's obligation under this Section 3.15. If the reasonable costs of such cleaning exceed the Contract Sum then due the Contractor, the Contractor shall reimburse the Owner the difference within thirty (30) consecutive calendar days of the Owner's written request.

Any materials, tools, supplies, or other personal property left by the Contractor shall be deemed abandoned property and the Owner shall have no obligation to hold or store the property on behalf of Contractor and may dispose of the abandoned property as if it were property of the State of West Virginia. Provided however, that prior to treating property as abandoned and disposing of it, Owner must first provide Contractor with 10 days notice of its intent to do so. If any materials, tools, supplies or other personal property belong to a subcontractor, then Contractor is obligated to communicate this notice to its subcontractor immediately.

§3.15 Add the following Section to 3.15:

§3.15.3 In order to achieve Substantial Completion, as defined by Section 9.8, for any portion of the Work, the Contractor must have the area where the Work is located fully cleaned and all materials and/or debris removed from site. The Certificate of Substantial Completion will not be issued until the Contractor has met this obligation.

ARTICLE 4
ARCHITECT

§4.1 GENERAL

§4.2 ADMINISTRATION OF THE CONTRACT

§4.2 Make the following changes to Section 4.2:

§4.2.1 In the first sentence of Section 4.2.1 after the word Architect add ", unless otherwise indicated by the Owner,".

§4.2.2 In the first sentence of Section 4.2.2 strike the word "generally."

§4.2.3 In the first sentence of Section 4.2.3 strike the word "reasonably."

§4.2.5 Add the following sentence at the end of Section 4.2.5:

The Architect upon receipt of an Application for Payment from the Contractor shall either review and certify such amounts due for payment or return such Application for Payment to the Contractor for correction(s) within five (5) consecutive business days of receipt.

§4.2.7 Delete the first sentence of Section 4.2.7 and substitute the following:

The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents.

Modify the second to last sentence by removing it in its entirety and replacing it with the following: The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures, unless the Architect has established the required construction means, methods, techniques, sequences, or procedures, or the Contract Documents require such approval.

§4.2.8 Make the following change to Section 4.2.8:

In the first sentence, after the word Architect add ", in consultation with the Owner,".

ARTICLE 5
SUBCONTRACTORS

§5.2 Award of Subcontracts and Other Contracts for Portions of Work

§5.2.1 Add the following sentence to Section 5.2.1.

This provision in no way limits the Contractor's legal obligations to report subcontractors and labor/material suppliers under W. Va. Code § 5-22-1(f) and obtain approval under W. Va. Code § 5-22-1(g) prior to any subcontractor substitution.

§5.4 Contingent Assignment of Subcontracts: This section is removed in its entirety and replaced with the following:

§5.4 Emergency Contracts with Subcontractors:

In the event that the general contractor fails to fulfill its contractual obligations and the performance bond has failed to provide an adequate remedy, Owner has the right to execute emergency contracts with subcontractors to ensure continuation of the work, provided that doing so is in compliance with the laws, rules, and procedures governing emergency contracting authority for Owner, and the emergency contract terms comply with all other applicable laws, rules, and procedures.

ARTICLE 7
CHANGES IN THE WORK

§7.1 General

§7.1.2. In Section 7.1.2. remove the word "alone" and insert "with approval by the Owner."

§7.2 CHANGE ORDERS

§7.2 Add the following Section to 7.2:

§7.2.2 A written Change Order as defined under 7.2.1 above constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to general conditions, all direct or indirect costs associated with such change and any and all adjustment to the Contract Sum and Contract Time. The parties also understand and agree that if Owner is a state agency, change orders may require approval by entities in addition to Owner. Those entities may include, but are not limited to, the West Virginia Purchasing Division, and the West Virginia Attorney General's Office. Owner and Contractor must discuss the change order approval requirements prior to executing this agreement.

Add the following section to § 7.2

§7.2.3. Allowance for Overhead and Profit: Contractor's overhead and profit for a change order issued under this Article included in the total cost to the Owner shall not exceed based on the following schedule:

.1 For the Contractor, for any Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, ten percent (10%) of the amount due the Subcontractor.

.3 For each Subcontractor or Sub-Subcontractor involved, for any Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost.

.4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, ten percent (10%) of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7. Estimated labor hours shall include hours only for those workmen and working foremen directly involved in performing the Change Order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the allowance for Overhead and Profit. Hand tools are defined as equipment with a value of $1,000 or less. For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing Change Order proposals shall be not more than the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the Change Order work.

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, material, equipment and Subcontractors. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable.) Where major cost items are Subcontracts, they shall also be itemized as prescribed above. In no case will a change involving over $10,000 be approved without such an itemization.

.7 Local Business and Occupation Taxes, if applicable, shall be calculated on the cost of the Work, overhead and profit..

.8 Overhead and profit shall not be calculated on changes in the Work involving unit prices. Unit prices are to have overhead and profit included in the price quoted.

.9 Under no circumstances is Contractor permitted to charge for the passage of time (often referred to as general conditions or winter conditions) without an identified, itemized, and concretely provable cost borne by Contractor. Contractor has a duty to mitigate costs during a delay period to the fullest extent possible and Contractor will not be paid for costs that could have been mitigated. Calculating a daily delay rate without properly identifying, itemizing, and proving actual, unmitigateable costs, is prohibited. Contractor understands and accepts that it has the responsibility to prove that costs could not be mitigated prior to submitting a request for payment.

§7.3 CONSTRUCTION CHANGE DIRECTIVES

§7.3.4 Make the following change in Section 7.3.4:

In the fourth line of the first sentence, delete the words "an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount" and substitute "an allowance for overhead and profit in accordance with clauses 7.3.11.1 through 7.3.11.9 below."

§7.3.7 Delete the word "recorded" and replace it with "processed".

§7.3.9 Delete Section 7.3.9 in its entirety and substitute the following:

§7.3.9 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 Applications for Payment provided these amounts have been added to the Contract by Change Order and a purchase order has been issued for the Change Order.

§7.3.10 Add the following sentence to the end of Section 7.3.10:

The Parties will utilize their best efforts to issue a change order within 60 days of agreement being reached, but failure to do so will not give rise to grounds for contract cancellation, penalties, or any other cause of action.

Add the following Section to 7.3:

§7.3.11 In Section 7.3.7, the allowance for overhead and profit for a change directive issued under this Article included in the total cost to the Owner shall not exceed the following schedule:

.1 For the Contractor, for any Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, ten percent (10%) of the amount due the Subcontractor.

.3 For each Subcontractor or Sub-Subcontractor involved, for any Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost.

.4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, ten percent (10%) of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7. Estimated labor hours shall include hours only for those workmen and working foremen directly involved in performing the Change Order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the allowance for Overhead and Profit. Hand tools are defined as equipment with a value of $1,000 or less. For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing Change Order proposals shall be not more than the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the Change Order work.

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, material, equipment and Subcontractors. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable.) Where major cost items are Subcontracts, they shall also be itemized as prescribed above. In no case will a change involving over $10,000 be approved without such an itemization.

.7 Local Business and Occupation Taxes, if applicable, shall be calculated on the cost of the Work, overhead and profit.

.8 Overhead and profit shall not be calculated on changes in the Work involving unit prices. Unit prices are to have overhead and profit included in the price quoted.

.9 Under no circumstances is Contractor permitted to charge for the passage of time (often referred to as general conditions or winter conditions) without an identified, itemized, and concretely provable cost borne by Contractor. Contractor has a duty to mitigate costs during a delay period to the fullest extent possible and Contractor will not be paid for costs that could have been mitigated. Calculating a daily delay rate

without properly identifying, itemizing, and proving actual, unmitigateable costs, is prohibited. Contractor understands and accepts that it has the responsibility to prove that costs could not be mitigated prior to submitting a request for payment.

§7.4 Minor Changes in Work. Insert the following sentence at the end of section 7.4:

"Contractor may request that Architect provide written confirmation that Owner has agreed to the minor change, and if requested, Architect will provide it."

ARTICLE 8
TIME

§8.3 DELAYS AND EXTENSIONS OF TIME

§8.3.1 In the first sentence, delete "unusual delay in deliveries," and add "unmitigatable costs attributable to" before the words "adverse weather conditions."

ARTICLE 9
PAYMENTS AND COMPLETION

§9.1 Contract Sum

§9.1.2 Add the following sentence to the end of section 9.1.2:

"Any equitable adjustment of unit prices must be processed as a change order to the contract"

§9.2 SCHEDULE OF VALUES

§9.2 Make the following changes to Section 9.2:

In the first sentence add "and the Owner" after the first reference to the Architect. In the second sentence add "or the Owner" after Architect. Remove the last sentence in its entirety and replace it with the following:

"Any changes to the schedule of values shall be submitted to the Architect and the Owner and supported by such data to substantiate its accuracy as the Architect or owner may require. This schedule, unless objected to by the Architect or the Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment."

§9.3 APPLICATIONS FOR PAYMENT

§9.3 Make the following changes to Section 9.3:

§9.3.1 In the first sentence add "and the Owner" after the first reference to the Architect and add "and other required documents" after the words "schedule of values."

§9.3.1.1 Delete clause 9.3.1.1 in its entirety and substitute the following:

§9.3.1.1 Such applications may include requests for payment on account of changes in the Work authorized by Construction Change Directives and Change Orders only after a purchase order has been issued for the Work affected.

§9.3.1 Add the following clauses to Section 9.3.1:

§9.3.1.3 Until the Work is fifty percent (50%) complete, the Owner will withhold as retainage 10% of the amount due the Contractor on account of progress payments. At the time the Work is fifty percent (50%) complete and thereafter, if the manner of completion of the Work and its progress are and remain satisfactory to the Owner and Architect, and in the absence of other good and sufficient reasons, the Architect will, on presentation by the Contractor of Consent of Surety, authorize any remaining partial payments to be paid in full.

§9.3.1.4 The full Contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Owner and Architect, if the Surety withholds its consent, or for other good and sufficient reasons.

§9.4 CERTIFICATES FOR PAYMENT

§9.4.1 After the phrase "in the full amount of the Application for Payment," insert the phrase "less any retainage withheld pursuant to section 9.3.1.3,".

§9.6 PROGRESS PAYMENTS

§9.6.7 Delete Section 9.6.7 in its entirety.

§9.6.8 Delete Section 9.6.8 in its entirety.

§9.7 FAILURE OF PAYMENT

§9.7 Make the following changes in Section 9.7:

In line two, change "seven days" to "sixty days." In line four, delete "binding dispute resolution" and substitute "the West Virginia Claims Commission"

§9.8 SUBSTANTIAL COMPLETION

§9.8.3 Add the following clause to Section 9.8.3:

If Architect is required to perform more than one inspection under this subsection, Contractor shall be responsible for paying the Owner for the cost of the additional inspection, which will be paid by Owner to Architect, at the hourly rate established in the contract between Owner and Architect.

§9.8.5 Add the following clause to Section 9.8.5:

§9.8.5.1 The payment of retainage shall be sufficient to increase the total payments to ninety-five percent (95%) for the Work or designated portion thereof being accepted as Substantially Complete, less any amounts as the Architect shall determine for any Work that is not complete, not in accordance with the Contract Documents, or for unsettled claims.

§9.10 FINAL COMPLETION AND FINAL PAYMENT

§9.10.1 Add the following to the end of Section 9.10.1:

If Architect is required to perform more than one inspection under this subsection, Contractor shall be responsible for paying the Owner for the cost of the additional inspection, which will be paid by Owner to Architect, at the hourly rate established in the contract between Owner and Architect.

§9.10.2 Make the following changes in Section 9.10.2:

In the first sentence, delete "for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner)."

Add the following clause to Section 9.10.2:

§9.10.2.1 Before final payment is due the Contractor, all applicable State and local taxes must be paid. If requested by the Owner, the Contractor shall present evidence that payment or satisfaction of all such tax obligations has been made.

§9.10.3 Add the following clause to Section 9.10.3:

9.10.3.1 Unless and to the extent final completion is delayed through no fault of the Contractor as provided in Section 9.10.3, the Owner shall be under no obligation to increase payments above ninety-five percent (95%) until final completion of the Work is Certified by the Architect.

§9.10.4 Make the following changes in Section 9.10.4:

In the first sentence, delete the word "the" and replace it with "Unless and until the Contractor makes a subsequent Claim against the Owner, the".

Add the following as the last sentence. "Neither the Owner's offer of a final payment nor its acceptance by the Contractor shall legally prevent or limit the Owner's right to assert any and all counterclaims in litigation filed by the Contractor as allowed in section 15.1.8."

Add the following Sections to Article 9:

§9.11 LIQUIDATED DAMAGES

§9.11.1 The Owner will suffer financial loss if the Work is not Substantially Complete within the Contract Time as defined in Article 8, and if final completion is not achieved within the specified time frame following Substantial Completion. As liquidated damages, and not as a penalty, the Contractor and the Contractor's surety shall be liable for and shall pay the Owner the sum(s) stated in this Agreement and/or purchase order.

§9.11.2 Allowances may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and also for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of Contract Time must be properly documented in accordance with Section 15.1.5 by the Contractor and must be made within the time limits stated in Section 15.1.2.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

§10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

§10.2.8 Make the following changes to Section 10.2.8:

In the first sentence, delete "within a reasonable time not exceeding 21 days" and substitute "immediately".

§10.3 HAZARDOUS MATERIALS

§10.3.3 Delete Section 10.3.3 in its entirety.

ARTICLE 11
INSURANCE AND BONDS

§11.1 CONTRACTOR'S LIABILITY INSURANCE

§11.1.2 Add the following to the end of §11.1.2.

At a minimum the Contract shall provide, at the Contractor's Expense:

§11.1.2.1. a Performance Bond and a Labor and Material Payment Bond for 100% of the Contract Sum and, if applicable, a two-year roofing Maintenance Bond for the full value of the roofing system.

§11.1.2.2 An attorney-in-fact who executes the bonds on behalf of the surety shall affix thereto a certified and current copy of power of attorney.

§11.1.2.3 The bonds shall be issued on State of West Virginia forms. The Contractor shall deliver the required bonds and all other contract documents to the Owner not later than 15 days following receipt of the Owner's notice of intent to award a Contract.

§11.2 Owner's Insurance Delete section 11.2 in its entirety.

§11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

§11.4 Section 11.4 is deleted in its entirety.

§11.5.1 Make the following changes in Section 11.5.1:

In the first sentence, substitute "Contractor" for "Owner" each time the latter word appears.

§11.5.2 Delete Section 11.5.2 in its entirety and substitute the following:

§11.5.2 Prior to settlement of insured loss, the Contractor shall notify the parties of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The parties shall have 14 days from the receipt of notice to object. If no objection is made, the Contractor shall proceed as proposed and allocate the settlement accordingly. If such objection is made, the dispute shall be resolved as provided in Section 15.4. The Contractor, in that case, shall make settlement with insurers in accordance with directions of the Court. If distribution of the insurance proceeds as directed by the Court is required, the Court will direct such distribution. Any work to repair the damage will be incorporated into the contract as a change order.

ARTICLE 13
MISCELLANEOUS PROVISIONS

§13.4 TESTS AND INSPECTIONS

§13.4.1 Remove the phrase "so require" and insert in its place "prohibit delegation of the test to Contractor"

§13.6 INTEREST

§13.6 Delete Section 13.5 in its entirety and substitute the following:

Notwithstanding any other provision in the Contract Documents, West Virginia Code does not authorize the payment of interest on late payments. Accordingly, interest charges for late payment are prohibited.

Add the following Sections to Article 13:

§13.6 WORKERS COMPENSATION

The Contractor shall provide proof of compliance with West Virginia Worker's Compensation laws and regulations.

§13.7 CONTRACTOR'S LICENSE

§13.7.1 West Virginia Code §21-11-2 requires that all persons desiring to perform contractual work in West Virginia shall be duly licensed. The West Virginia Contractor's Licensing Board is empowered to issue a contractor's license.

§13.7.2 West Virginia Code §21-11-11 requires any prospective Bidder to include the Bidder's contractor's license number on its Bid. The successful Bidder will be required to furnish a copy of its contractor's license in a classification appropriate to the Work prior to issuance of a purchase order/contract.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

§14.1 TERMINATION BY THE CONTRACTOR

§14.1.1 Make the following changes in Section 14.1.1:

At the end of clause 14.1.1.3 delete "; or" and insert a period.

Delete clause 14.1.1.4 in its entirety.

§14.1.3 Delete Section 14.1.3 in its entirety and substitute the following:

§14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exist, the Contractor may, upon seven days written notice to the Owner and Architect, terminate the Contract. In such event, the Contractor shall be paid for all Work performed in accordance with the Contract Documents, for reasonable and proven termination expenses and a reasonable allowance for overhead and profit. However, such payment, exclusive of termination expenses, shall not exceed the Contract Sum as reduced by other payments made to the Contractor and further reduced by the value of Work as yet not completed. The Contractor shall be entitled to reasonable overhead, but not profit, on Work not performed.

§14.2 TERMINATION BY THE OWNER FOR CAUSE

§14.2.4 Delete Section 14.2.4 in its entirety and substitute the following:

§14.2.4 If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other

damages incurred by the Owner and not expressly waived, such excess shall not be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Owner shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§14.4.1 Delete Section 14.4.1 in its entirety and substitute the following:

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

§14.4.3 Delete Section 14.4.3 in its entirety and substitute the following:

§14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in Section 14.1.3 above.

Add the following Section to Article 14:

§14.5 FISCAL YEAR FUNDING

§14.5 Work performed under this Contract is to continue in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this Work. In the event funds are not appropriated for this Work, this Contract becomes of no effect and is null and void after June 30.

ARTICLE 15
CLAIMS AND DISPUTES

§15.1 Claims

§15.1.2 TIME LIMITS ON CLAIMS

§15.1.2 Delete Section 15.1.2 in its entirety and substitute the following:

Any applicable statute of limitations shall be in accordance with West Virginia Code.

§15.1.3 **NOTICE OF CLAIMS** Add the following to § 15.1.3:

§15.1.3.3 All claims, and notice of claims that require an increase in contract time, contract scope, or contract sum must be made in writing.

§ 15.1.8 is added to the Contract as follows:

§ 15.1.8 Counterclaims – In the event that Contractor makes a claim, Owner reserves the right to make a counterclaim and will not be barred from doing so even if final payment has been made.

§15.2 INITIAL DECISION

§15.2.1 In the third sentence of Section 15.2.1 , insert "or litigation" following the word "mediation" and remove the phrase "binding dispute resolution" and replace it with "or litigation".

§15.2.5 Delete the last sentence in Section 15.2.5 and substitute the following:

Approval or rejection of a claim by the Initial Decision Maker shall be final and binding on the parties unless it is pursued further by either party in accordance with Section 15.2.6.

§15.2.6 Make the following change to clause 15.2.6.1:

In the last sentence, delete "or pursue binding dispute resolution proceedings."

§15.2.8 Delete Section 15.2.8 in its entirety.

§15.3 MEDIATION

§15.3.1 Delete "binding dispute resolution" and substitute "litigation in a court of competent jurisdiction."

§15.3.2 Delete Section 15.3.2 in its entirety and substitute the following:

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

§ 15.3.3 Remove section 15.3.3 in its entirety

§15.4 ARBITRATION

§15.4 Delete Section 15.4 in its entirety and substitute the following:

§15.4 SETTLEMENT OF CLAIMS

§15.4.1 The Constitution of West Virginia grants the State sovereign immunity from any and all Claims against the public treasury. This immunity applies and is extended to all agencies of the State, including the Owner. It shall be in full force and effect as it relates to this Contract. The West Virginia Legislature, recognizing that certain Claims against the State may constitute a moral obligation of the State and should be heard, has established the West Virginia Claims Commission for this purpose. The Parties understand that this sovereign immunity and the Constitution of the

State of West Virginia prohibit the State and Owner, from entering into binding arbitration. Notwithstanding any provision to the contrary in the Contract Documents, all references to arbitration, regardless of whether they are included in the AIA Document A201-2017 or another related document are hereby deleted and all Claims of the Contractor for monetary relief, and only of the Contractor, arising out of or related to this Contract shall be decided by the West Virginia Claims Commission. The following Sections have been rewritten to bring them into conformance with the foregoing.

§15.4.2 Claims by the Owner may be brought against the Contractor in the Circuit Court of Kanawha County, West Virginia, or in any other court that has jurisdiction, as the Owner may elect.

§15.4.3 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 15.1.6, 9.10.4 and 9.10.5, shall, within 30 days after submission of the decision by the Initial Decision Maker, be settled for the Contractor by the West Virginia Claims Commission or, for the Owner, by the Circuit Court of Kanawha County or any other court of jurisdiction as the Owner may elect.

§15.4.4 Notice of such action shall be filed in writing with the other party to the Contract, and a copy of such notice shall be filed with the Initial Decision Maker and the Architect, if applicable.

§15.4.5 During court proceedings, the Owner and the Contractor shall comply with Section 15.1.3.

§15.4.6 Claims shall be made within the time limits specified in Section 15.2.6.1.

§15.4.7 The party filing a Claim must assert in the demand all Claims then known to that party on which action is permitted.

Add the following Article:

ARTICLE 16
EQUAL OPPORTUNITY

§16.1 COMPLIANCE WITH REGULATIONS UNDER TITLE VI OF THE FEDERAL CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 65-2 BY THE GOVERNOR OF WEST VIRGINIA DATED DECEMBER 15, 1965

§16.1.1 The Contractor agrees that it will comply with Title VI of the Federal Civil Rights Act of 1964 (P.L. 88352) and the regulations of the State of West Virginia, to the end that no person in the State, or in the United States, shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity for which the Contractor receives any recompense or other consideration of value, either directly or indirectly from the State; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

§16.1.2 If any real property or structure thereon is provided or improved, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which any State payment is extended or for another purpose involving the provision of similar services or benefits. If any other goods or services are so provided, this assurance shall obligate the Contractor for the period during which it supplies such goods or services.

§16.1.3 The Contractor recognizes and agrees that such right to provide property, goods or services to the State will be extended in reliance on the representations and agreements made in assurance, and that the State shall have the right to seek judicial enforcement of this assurance. This is binding on the Contractor, its successors, transferee, and assignee, or any authorized person on behalf of the Contractor.

END OF SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT A201-2017

Any provisions of the Contract Documents that conflict with these Supplementary Conditions shall be null and void unless they have been approved in writing by the applicable State purchasing officer and the Attorney General, and are clearly identified as such in the bid documents.

The Owner and Contractor hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, the Owner and Contractor have entered into this Agreement as of the effective date as stated in the A101-2017 Agreement.

Owner:		Contractor:	
By:	_____	By:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

This Supplementary Conditions to AIA Document A201-2017, General Conditions of the Contract for Construction, has been approved as to form on this 10th day of October, 2018, by the West Virginia Attorney General's office as indicated in the signature line below.

Any modification of this document is void unless expressly approved in writing by the West Virginia Attorney General's Office.

PATRICK MORRISEY, ATTORNEY GENERAL

BY: _____

DEPUTY ATTORNEY GENERAL

REQUEST FOR QUOTATION
WV State Capitol North Stair Repair Project, Phase 1
CRFQ GSD2200000023

EXHIBIT A – PRICING PAGE

Name of Bidder: _____

The bidder, being familiar with and understanding the Bidding Documents, and having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies, and transportation and to perform all Work in accordance with the Bidding Documents within the time set forth for the sum of:

Commodity Line 1 - Base Bid (all inclusive lump sum bid for all Contract Services):

$ _____ **(A)**

_____
(Show amount in both words and numbers)

Commodity Line 2 – Unit Price (Temporary Weather Enclosure):
Price per month for retaining Temporary Weather Enclosure after Final Completion, see Project Manual Section 01 20 00, Item 2.04.A.

$ _____ **(B)**

_____
(Show amount in both words and numbers)

Commodity Line 3 – Unit Price (Overhead Protection):
Price per month for retaining Overhead Protection after Final Completion, see Project Manual Section 01 20 00, Item 2.04.B.

$ _____ **(C)**

_____
(Show amount in both words and numbers)

Commodity Line 4 – Unit Price (Construction Fence & Barriers):
Price per month for retaining Construction Fence & Barriers after Final Completion, see Project Manual Section 01 20 00, Item 2.04.C

$ _____ **(D)**

_____
(Show amount in both words and numbers)

Total Bid Amount – (Sum of A+B+C+D)

$ _____ **(E)**

_____
(Show amount in both words and numbers)

West Virginia State Capitol Building

North Stair Repair Project: Phase 1

December 15, 2021

Rex A. Cyphers, P.E.
Principal
Patrick B. Dillon, Ph.D., P.E.
Senior Engineer

WDP & Associates

Agenda

- Introductions
- Bid Schedule
- Background
- Project Overview
- Removal/Storage
- Demolition
- Closeout
- Questions
- Site Tour

Introductions

PROJECT OWNER

General Services Division (GSD)

- Bill Barry, Director
- Bob Kilpatrick, Deputy Director
- Scot Casdorph, P.E., A&E Manager
- Aaron Armstrong P.E., Project Manager
- Sid Harman, Construction Management Consultant

ENGINEER OF RECORD

WDP Consulting Engineers

- Rex Cyphers, P.E., Principal
- Patrick Dillon, P.E., Senior Engineer

Bid Schedule

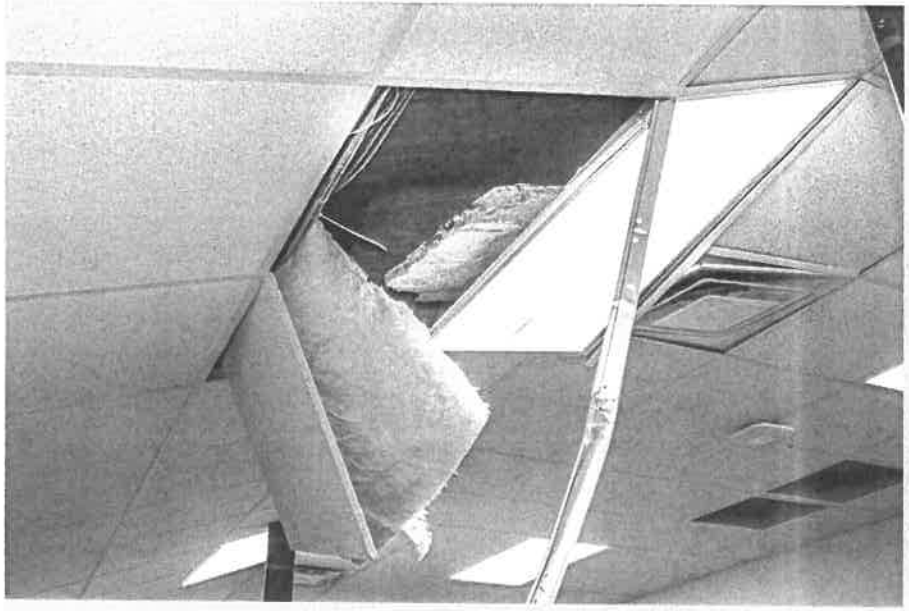
- **Vendor Question Deadline:**
  Monday, December 20, 2021 @ 3:00 PM

- **Bid Opening:**
  Thursday, January 13, 2021 @ 1:30 PM

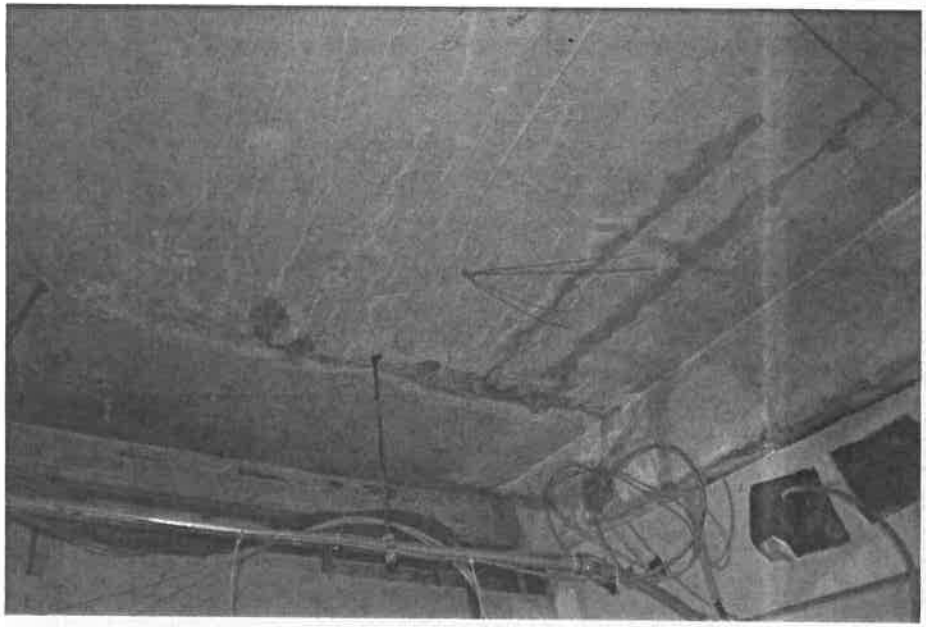
Background

- Main building constructed 1932
  - Upper two flights
- Platform, lower flight, side stairs added c. 1951
- Repair project in 2002
  - Limestone treads
  - Platform slab replaced
  - Brick pavers added to the platform.

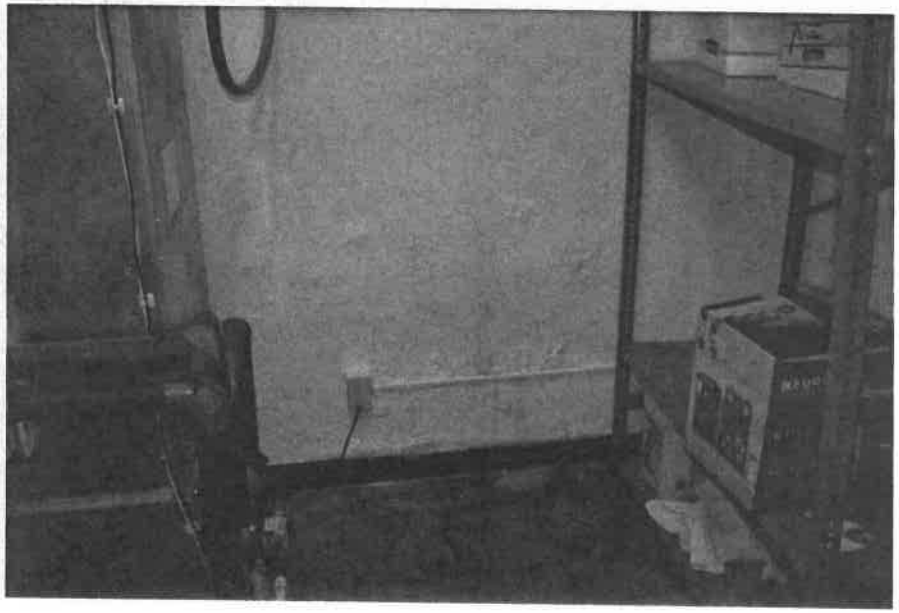
Concrete Failure



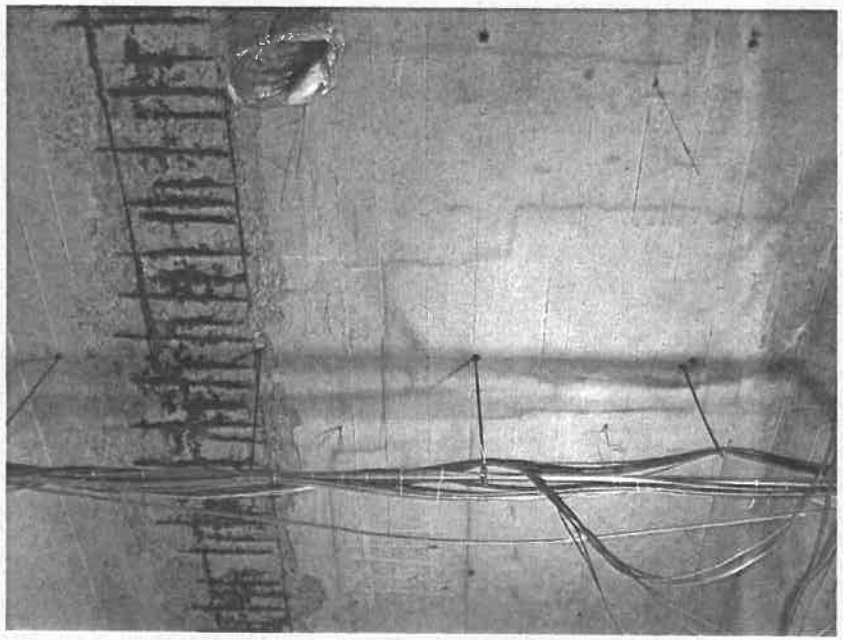
Investigation



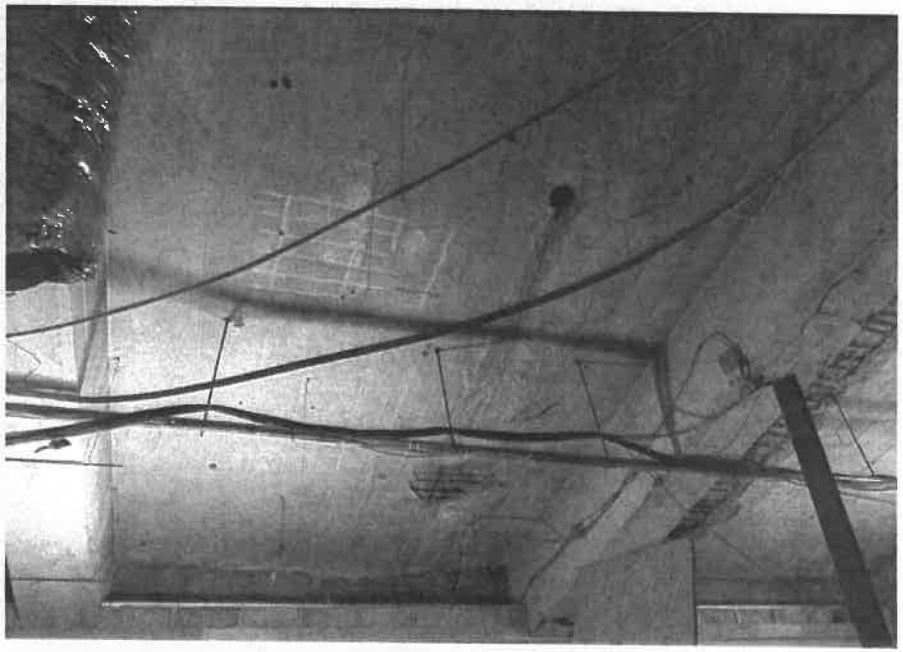
- **Water Infiltration at building interior**



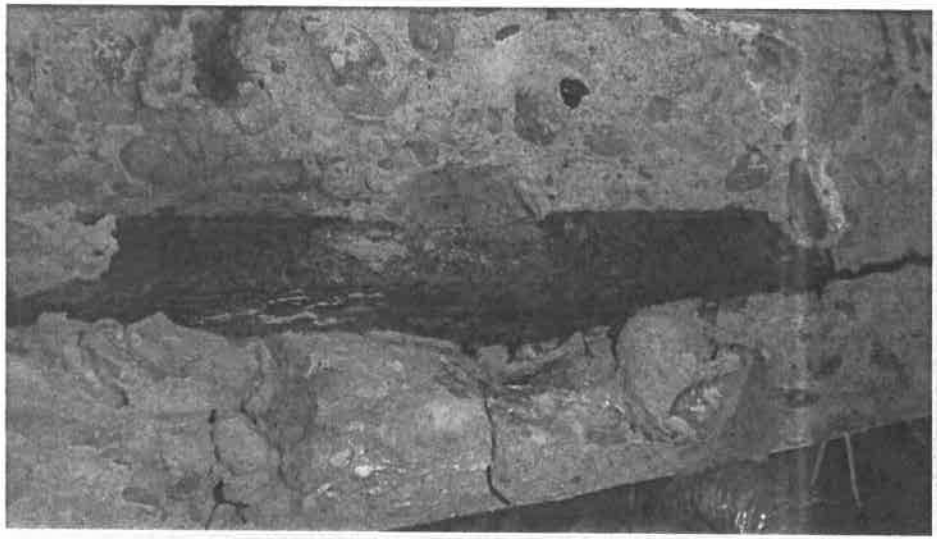
Investigation



- **Corroded reinforcement & spalling concrete**

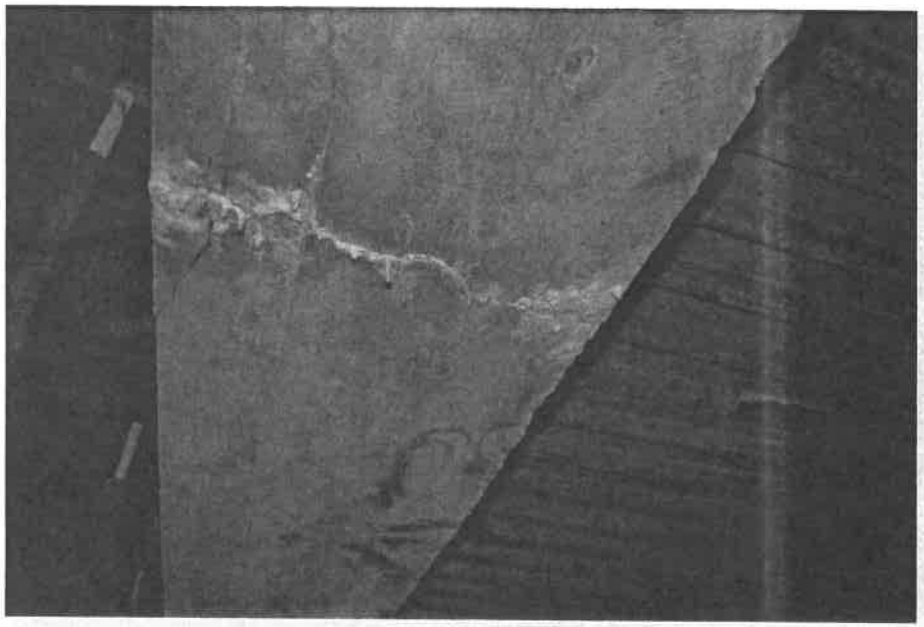


Investigation

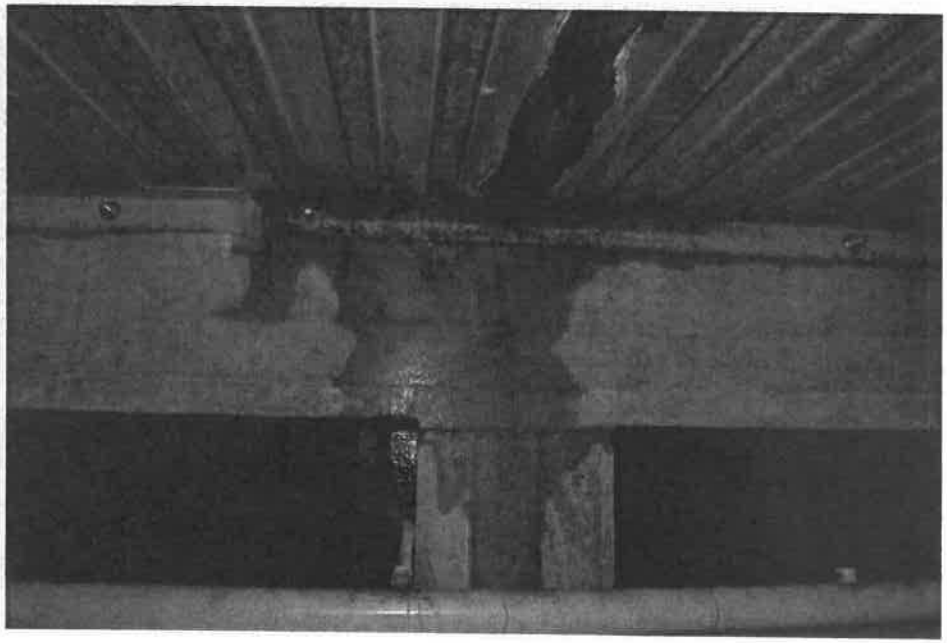


- **Corrosion & section loss at steel beams**

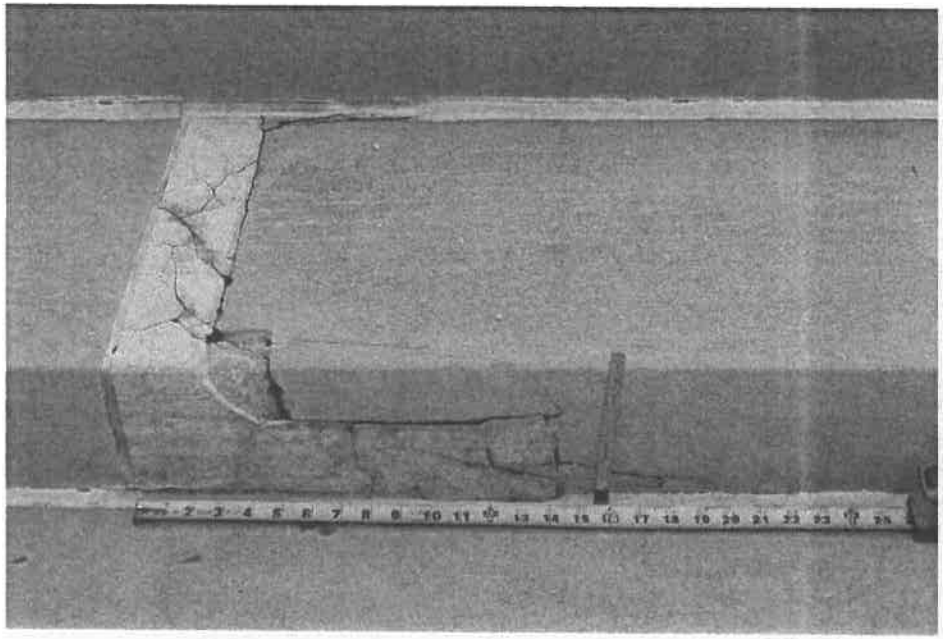
Investigation



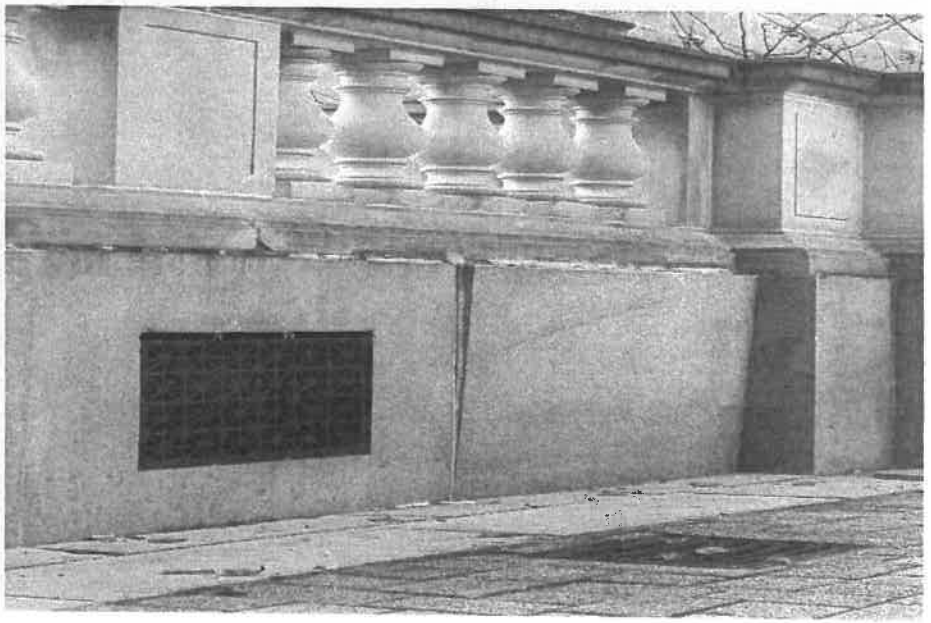
- **Water infiltration and deterioration at platform**



Investigation



- **Damaged/displaced treads, pavers, panels**



Overall Repair Project

- Divided into two phases
  - Phase 1 – Demolition & investigation
  - Phase 2 – Repairs
- Each phase to be awarded as a ***separate*** contract

Overall Repair Project (Both Phases)

- Replace structural slabs & repair structural steel
  - Removal of stone stair treads
- Install new waterproofing
  - Removal of stone copings, cornice, pavers, & panels
- Historic treatment of stonework
  - Cataloging, salvage, storage, repairs, & reinstallation

Project Phasing

Phase 1 (This Contract)

- Barriers & access
- Demolition & salvage
- Cataloging & storage
- Investigation support

Phase 2 (Not In Contract)

- Structural repairs
- Waterproofing
- Stone treatment
- Site restoration

Phase 1 Scope of Work

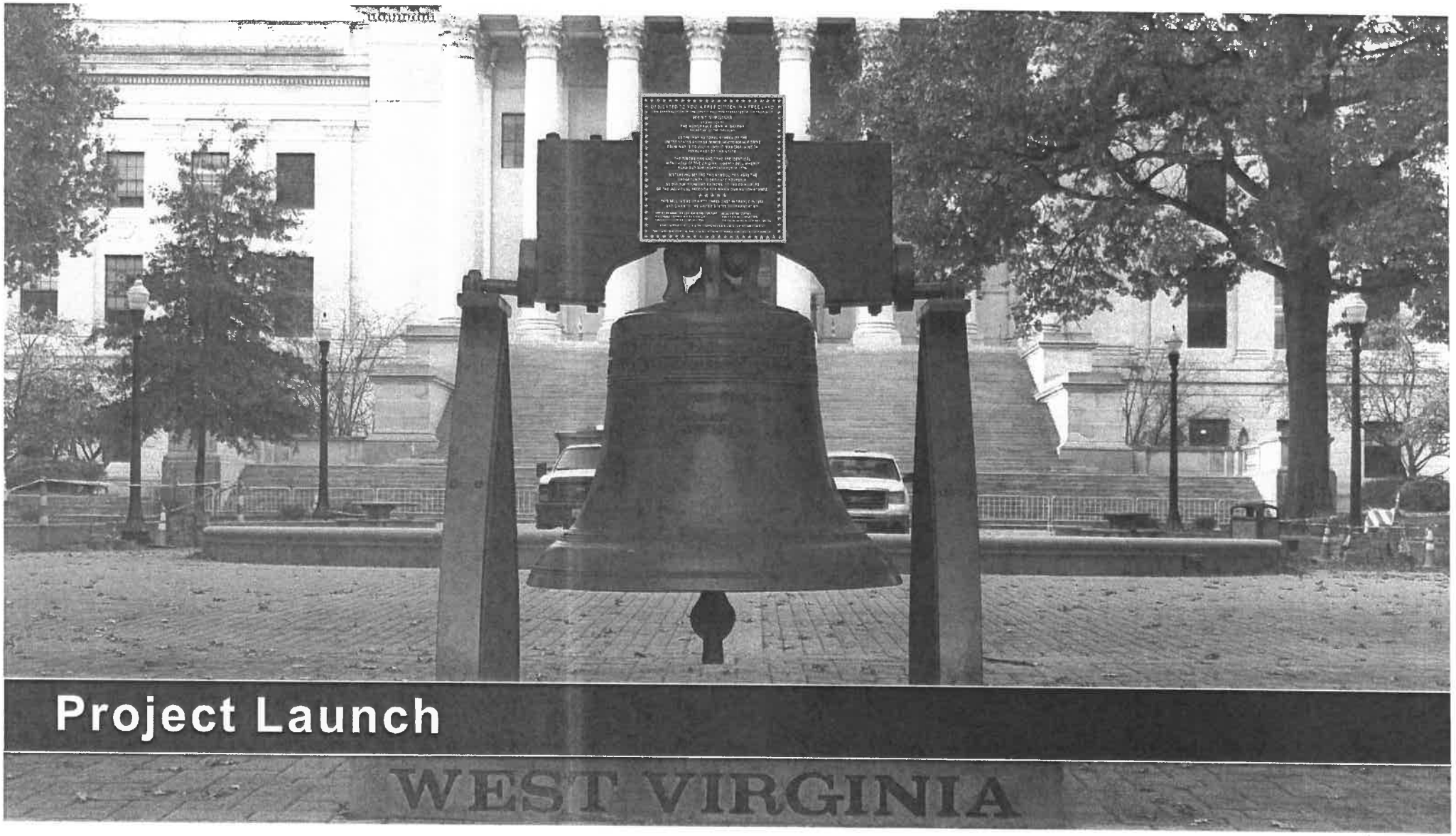
- Temporary facilities and protection
- Selective demolition at interior spaces
- Selective demolition of stonework & pavers
- Remove reinforced concrete stair slab
- Remove concrete encasement around steel beams
- Investigation support

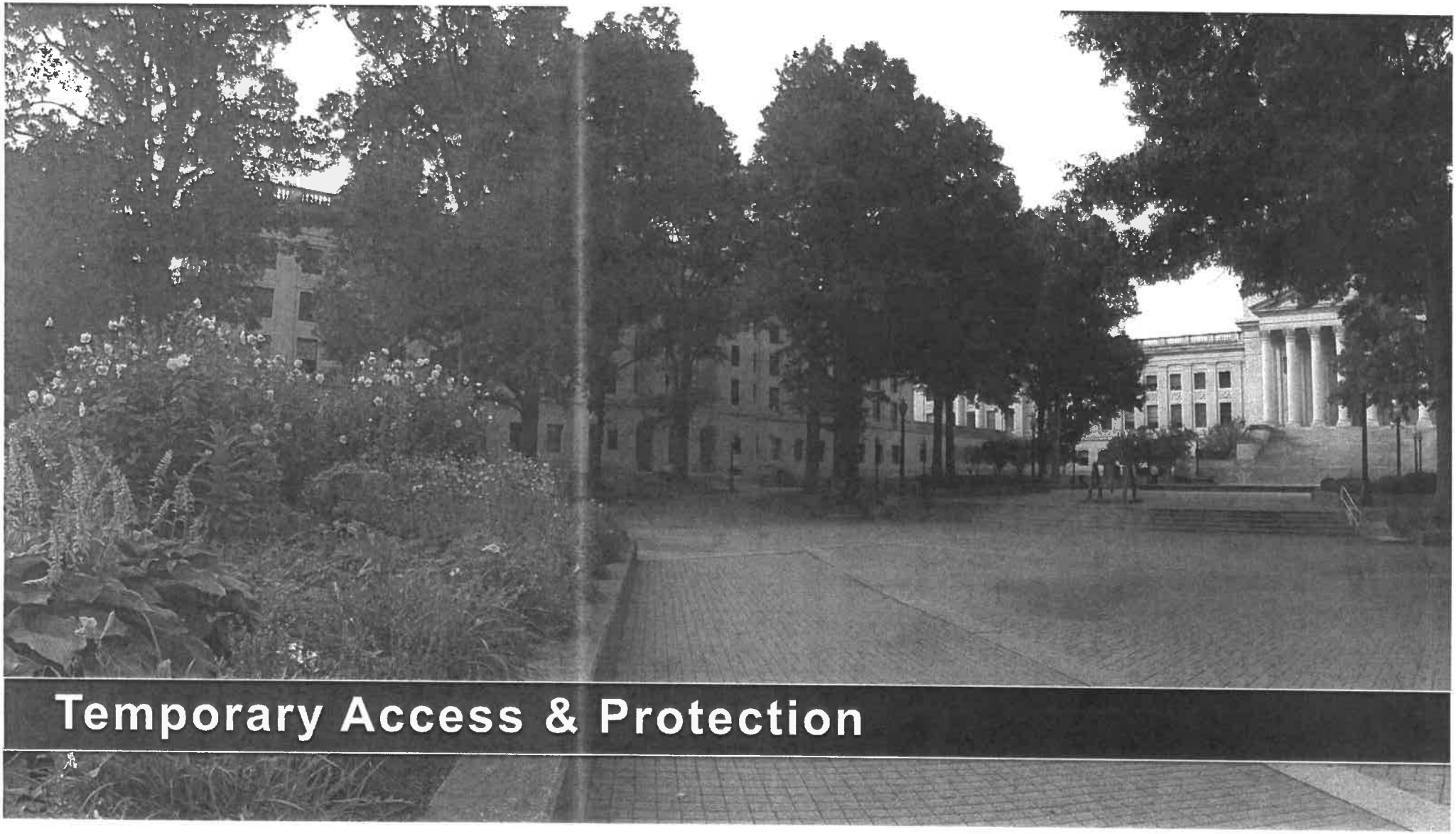
Phase 1 Project Milestones

- **Notice to Proceed:**
  - **March 2022**
- **Final Completion:**
  - **240 calendar days from Notice to Proceed**
- **Substantial Completion:**
  - **60 calendar days prior to Final Completion**

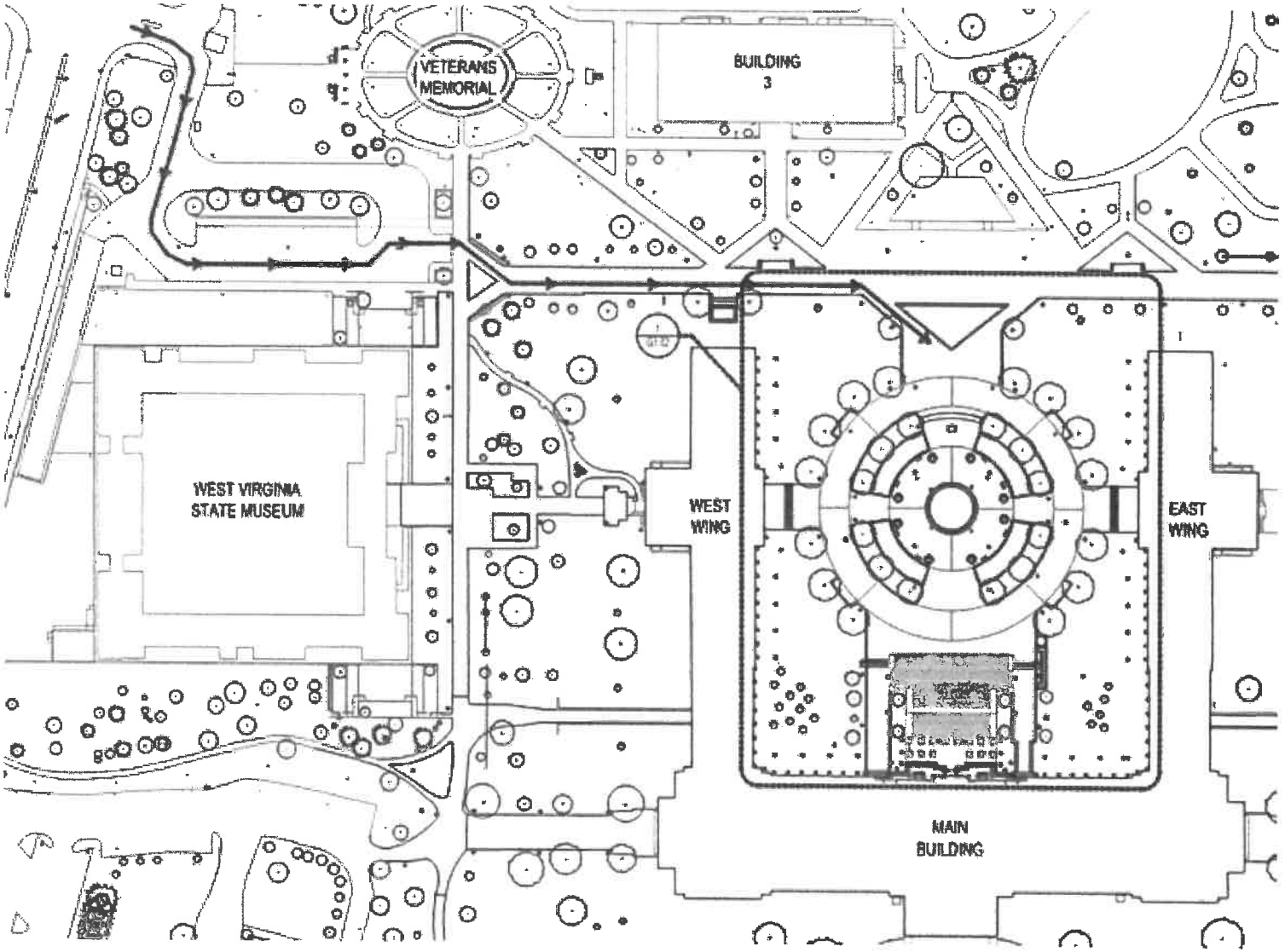
Coordination with Lighting Project

- Exterior lawn lighting being added in North lawn
- New lighting around fountain


Project Launch
WEST VIRGINIA

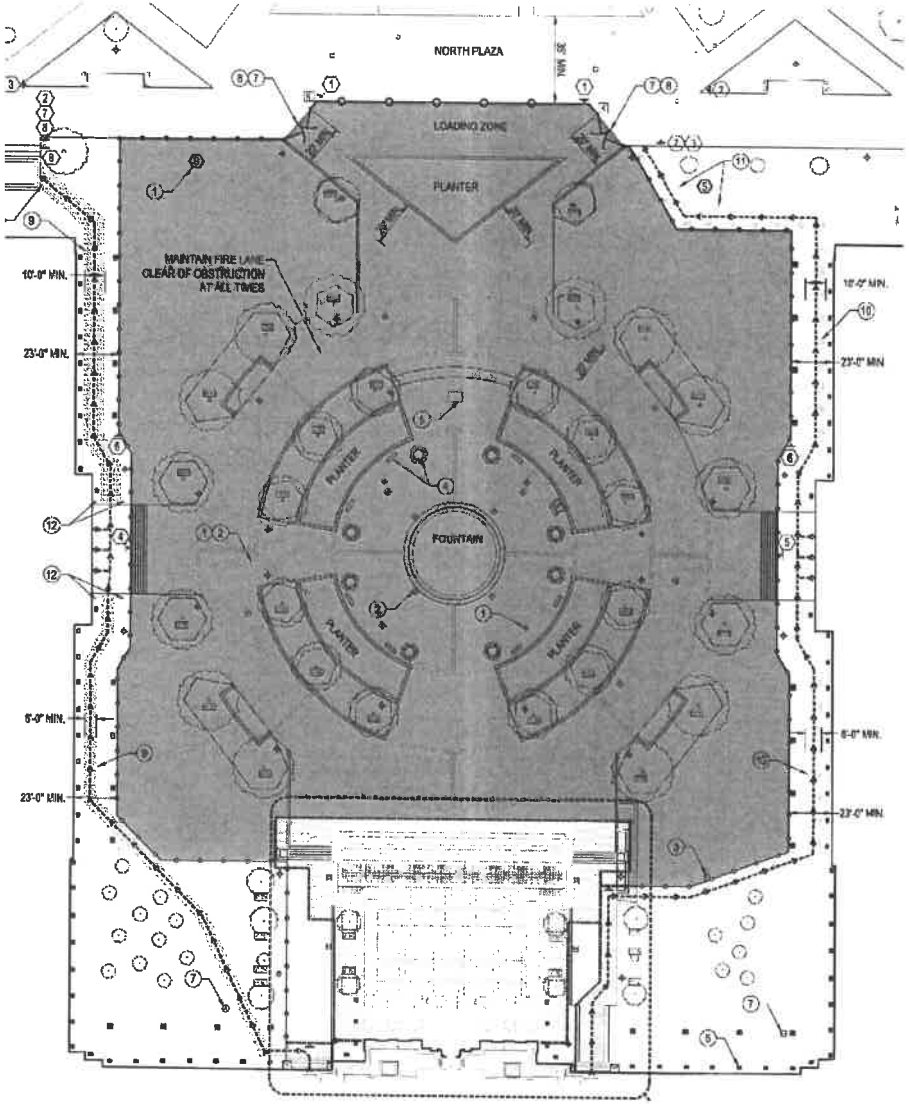


Temporary Access & Protection



Site Access

Drawing G1.01



Laydown Area

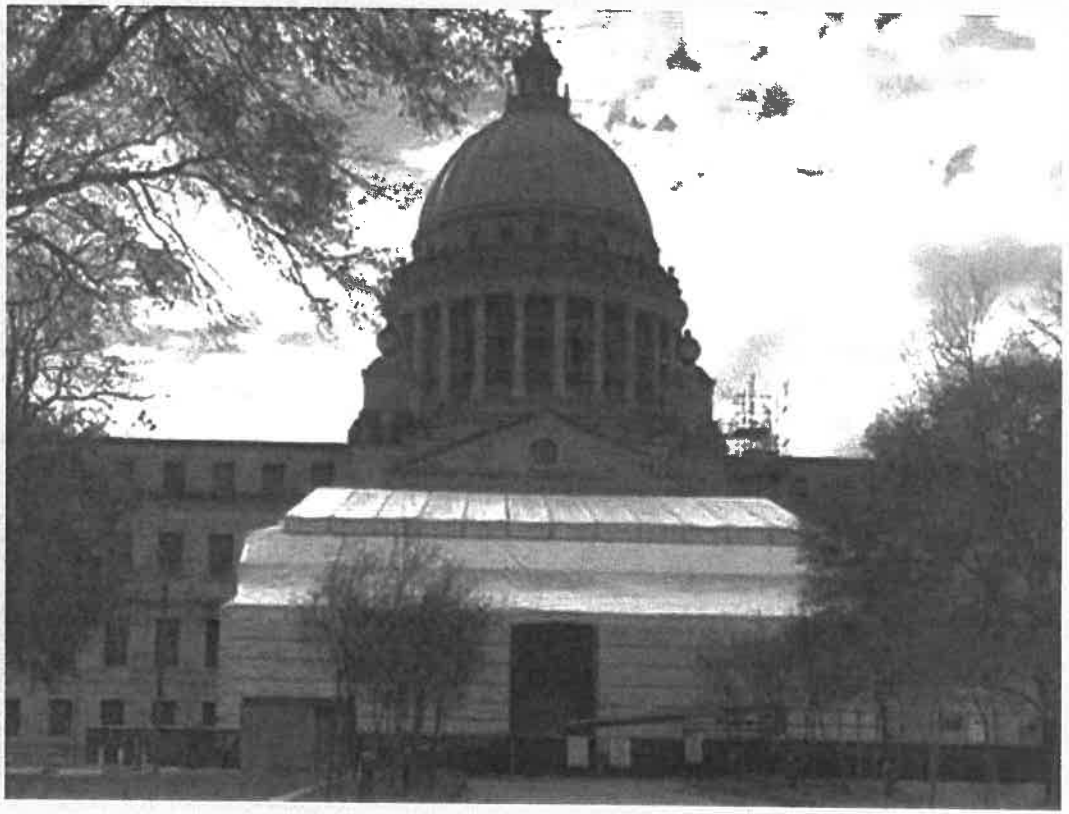
Detail 1/G1.02

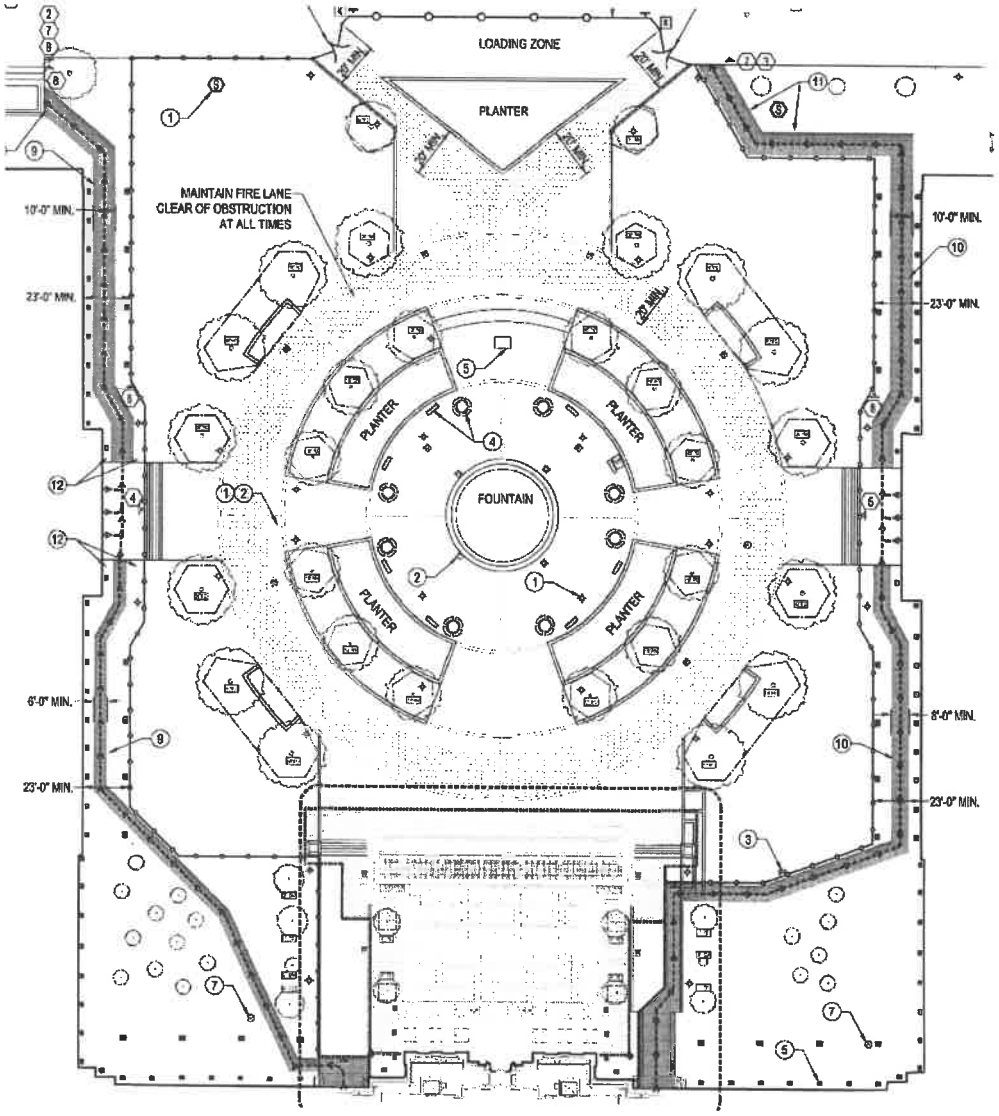
Temporary Protection

- Enclosure
- Fencing
- Pedestrian barriers
- Overhead protection
- Tree protection

Temporary Enclosure and Access Structure

- Weather protection
- Security
- Engineered structure
- Integrations
- Temperature-controlled
- No weather delays

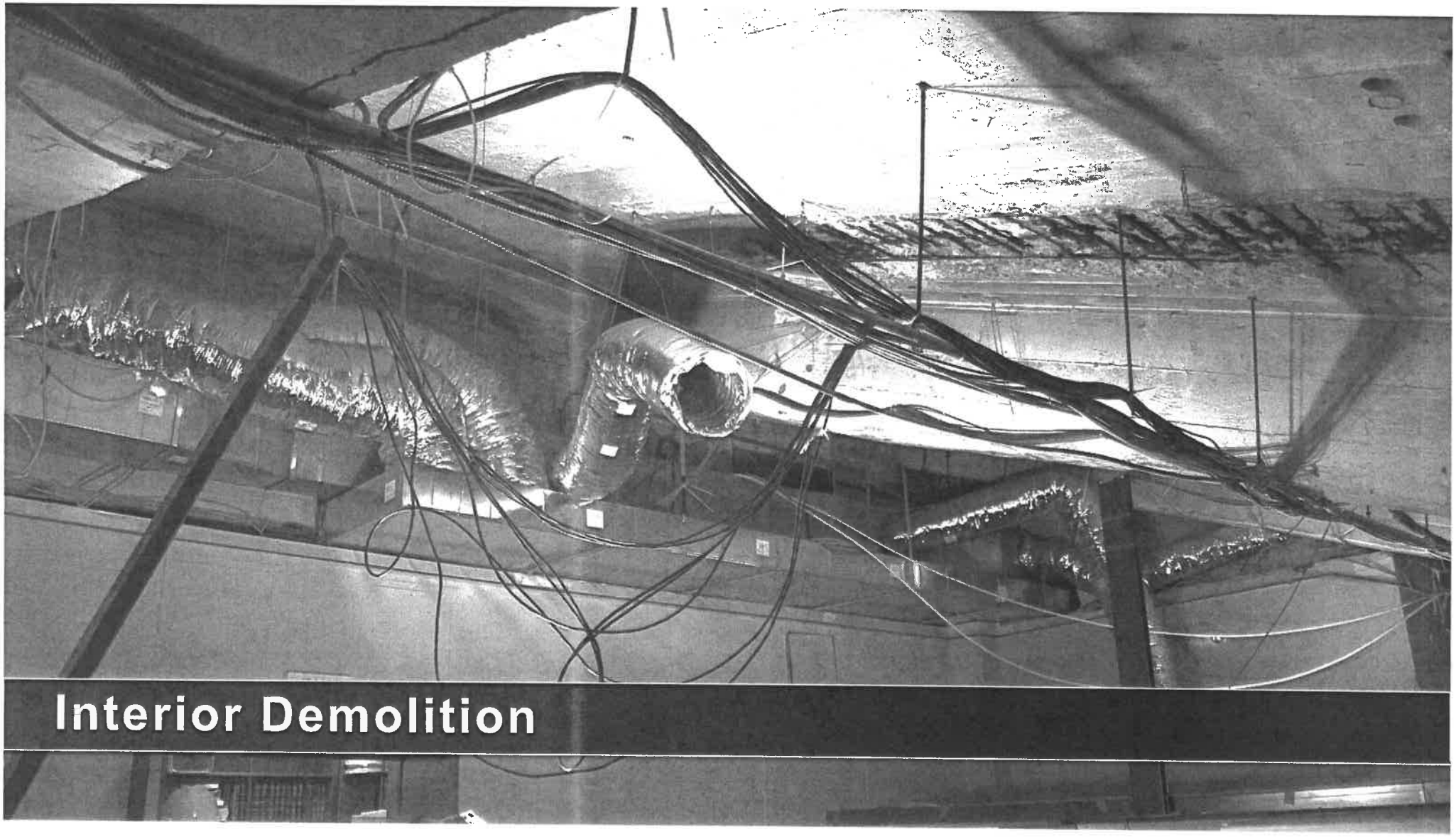




Temporary Walkways

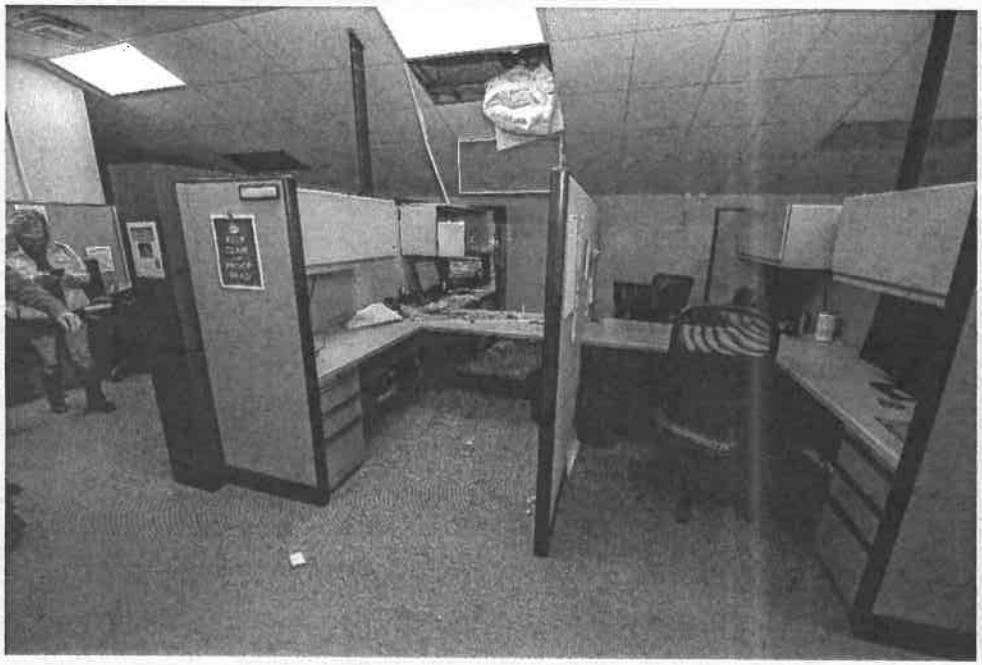
Detail 1/G1.02

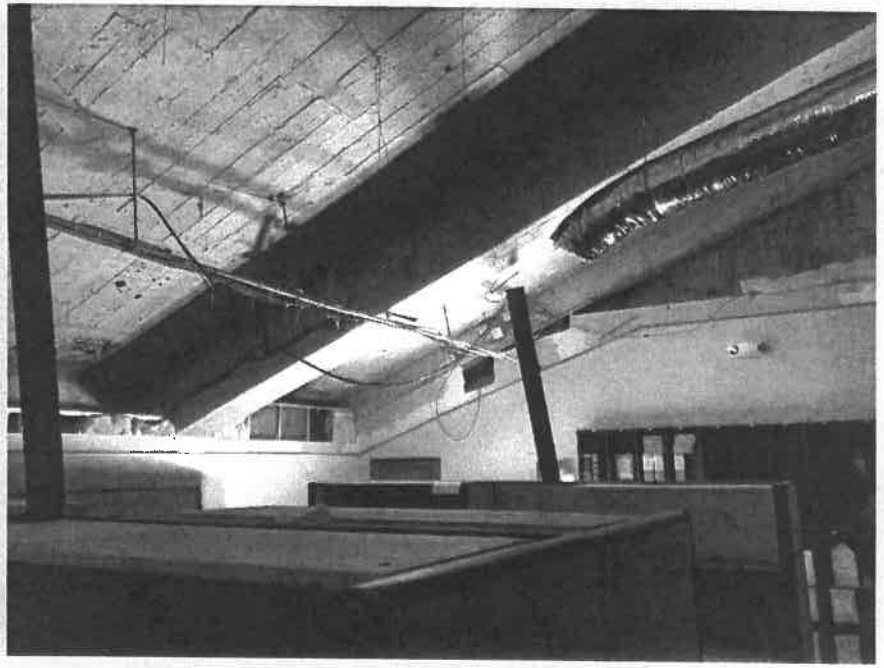
Temporary Walkways



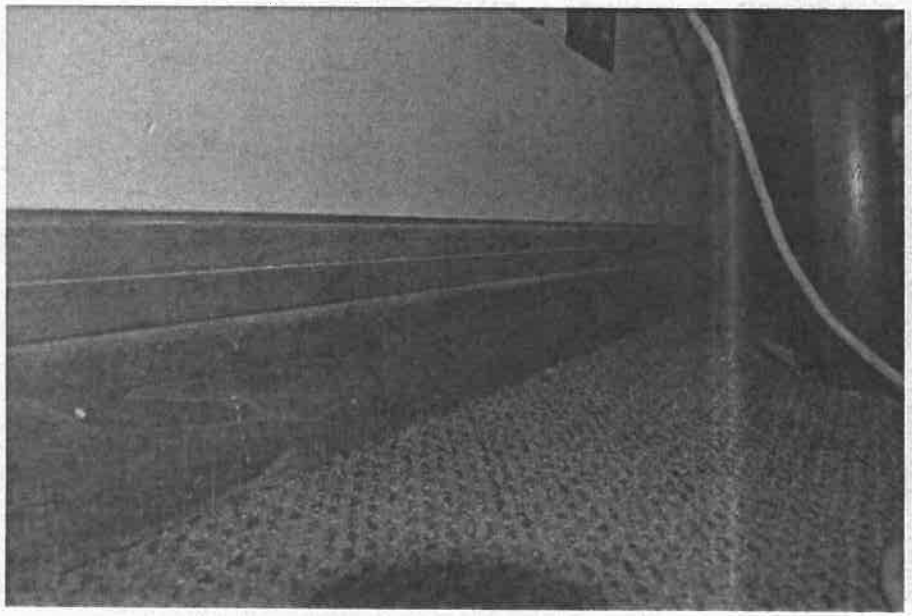
Interior Demolition

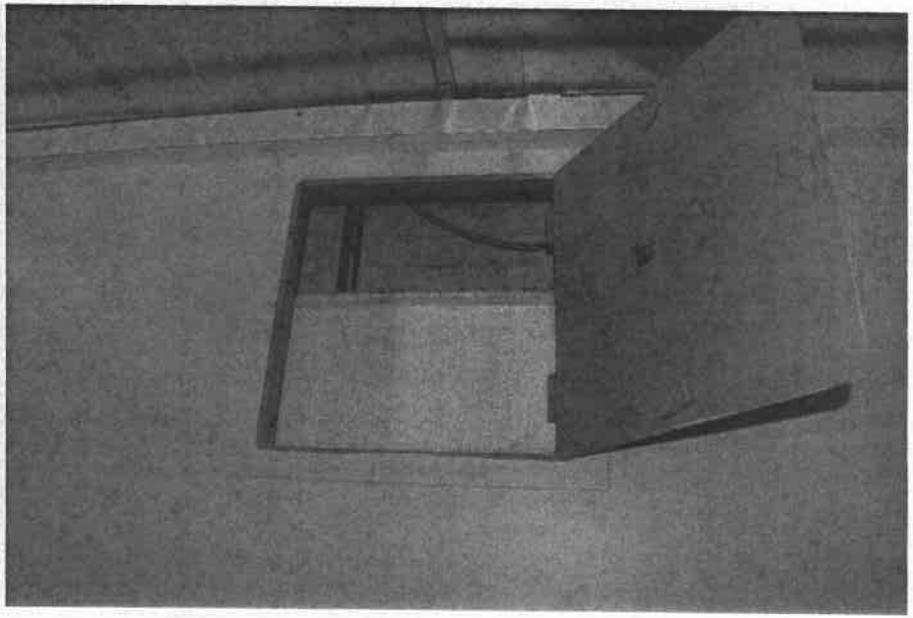
Furniture (Addendum)





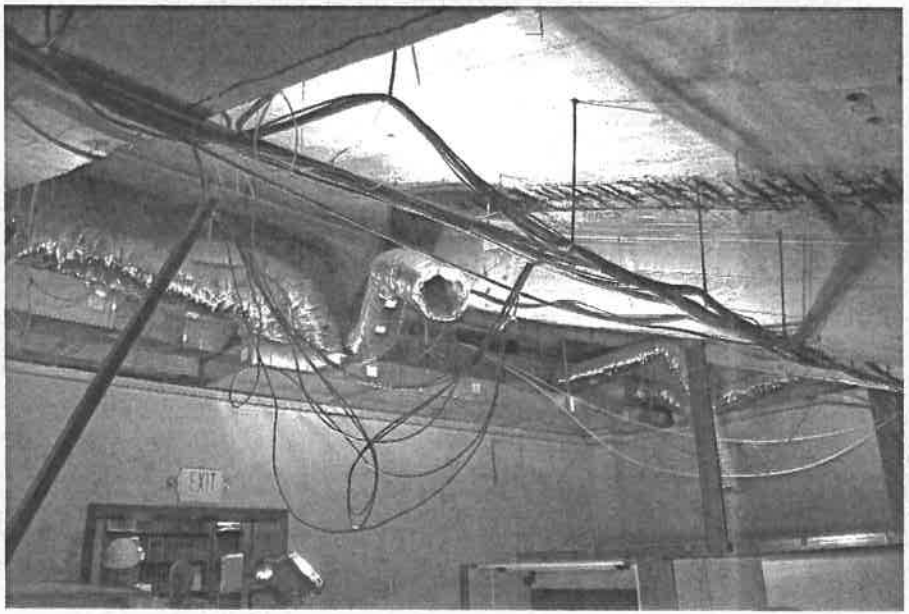
Finishes



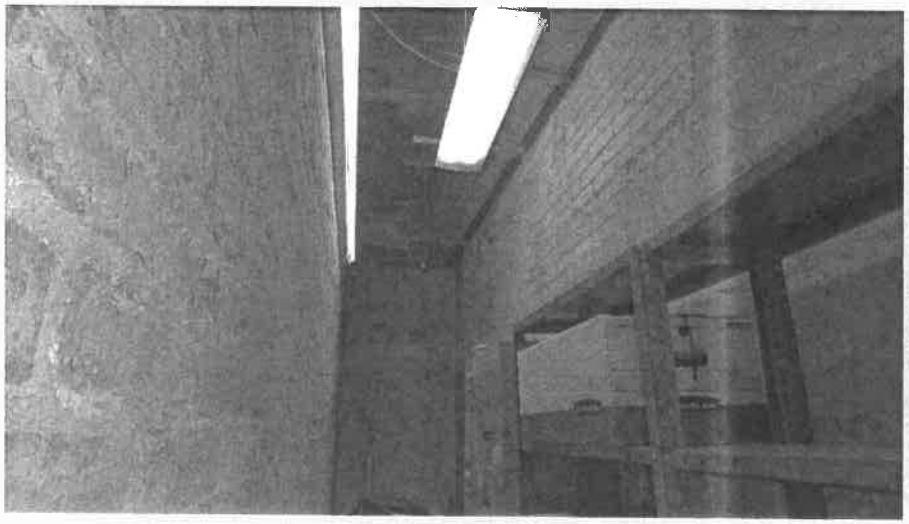


Gutter

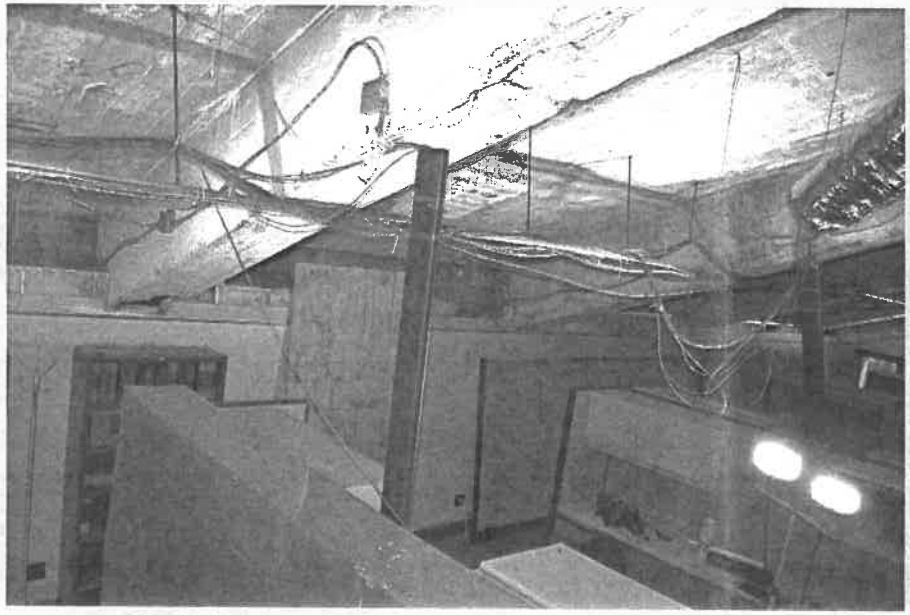
Mechanical

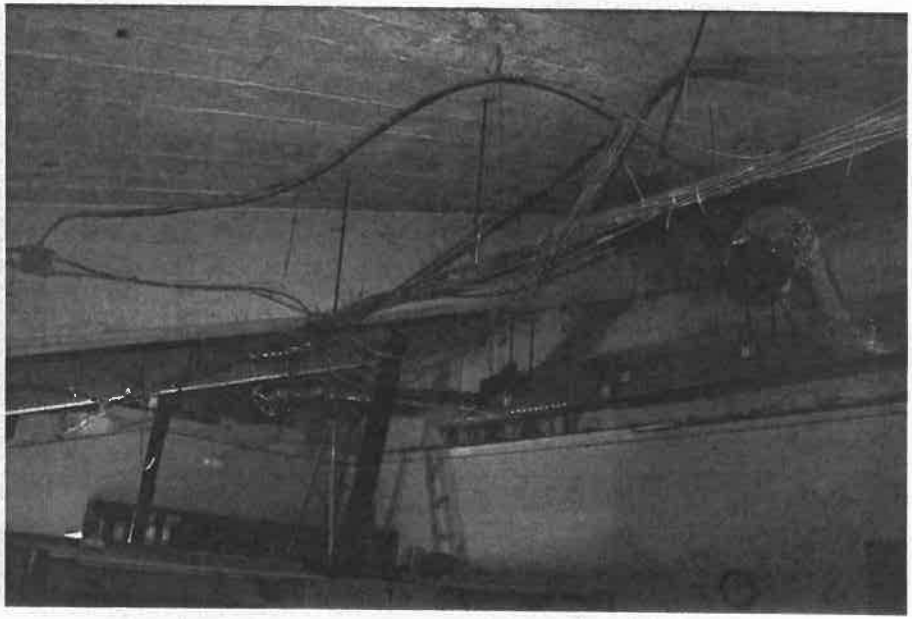


Mechanical

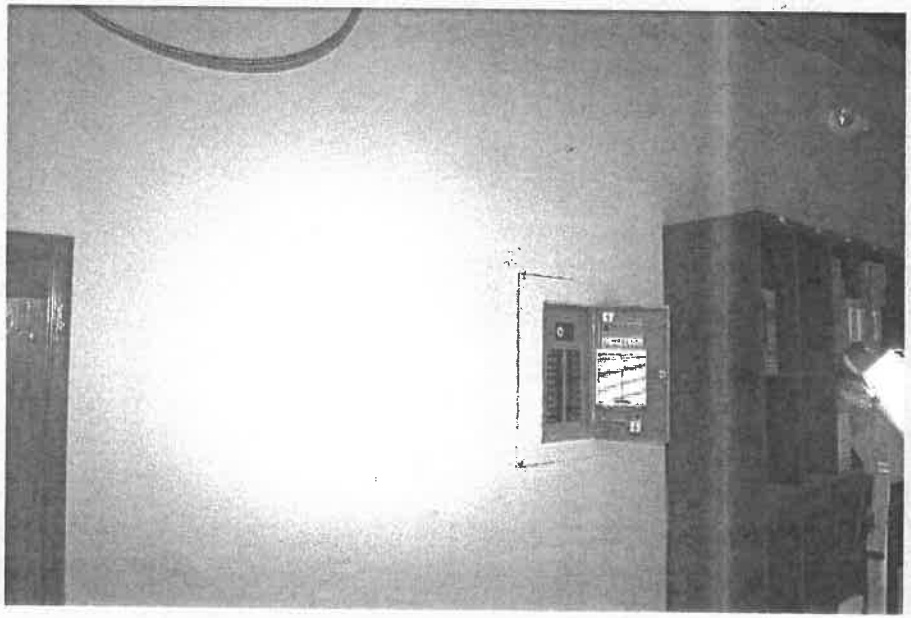


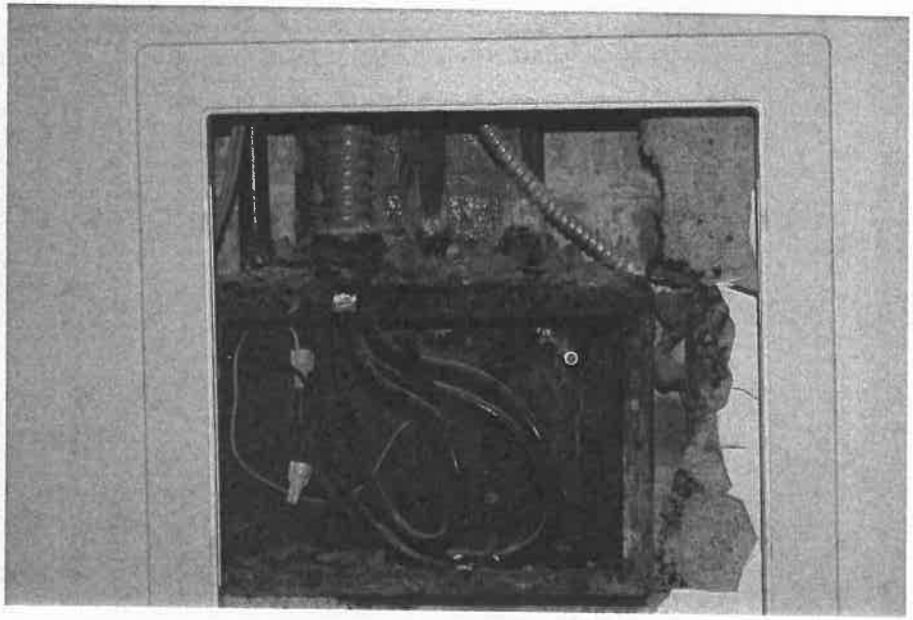
Electrical

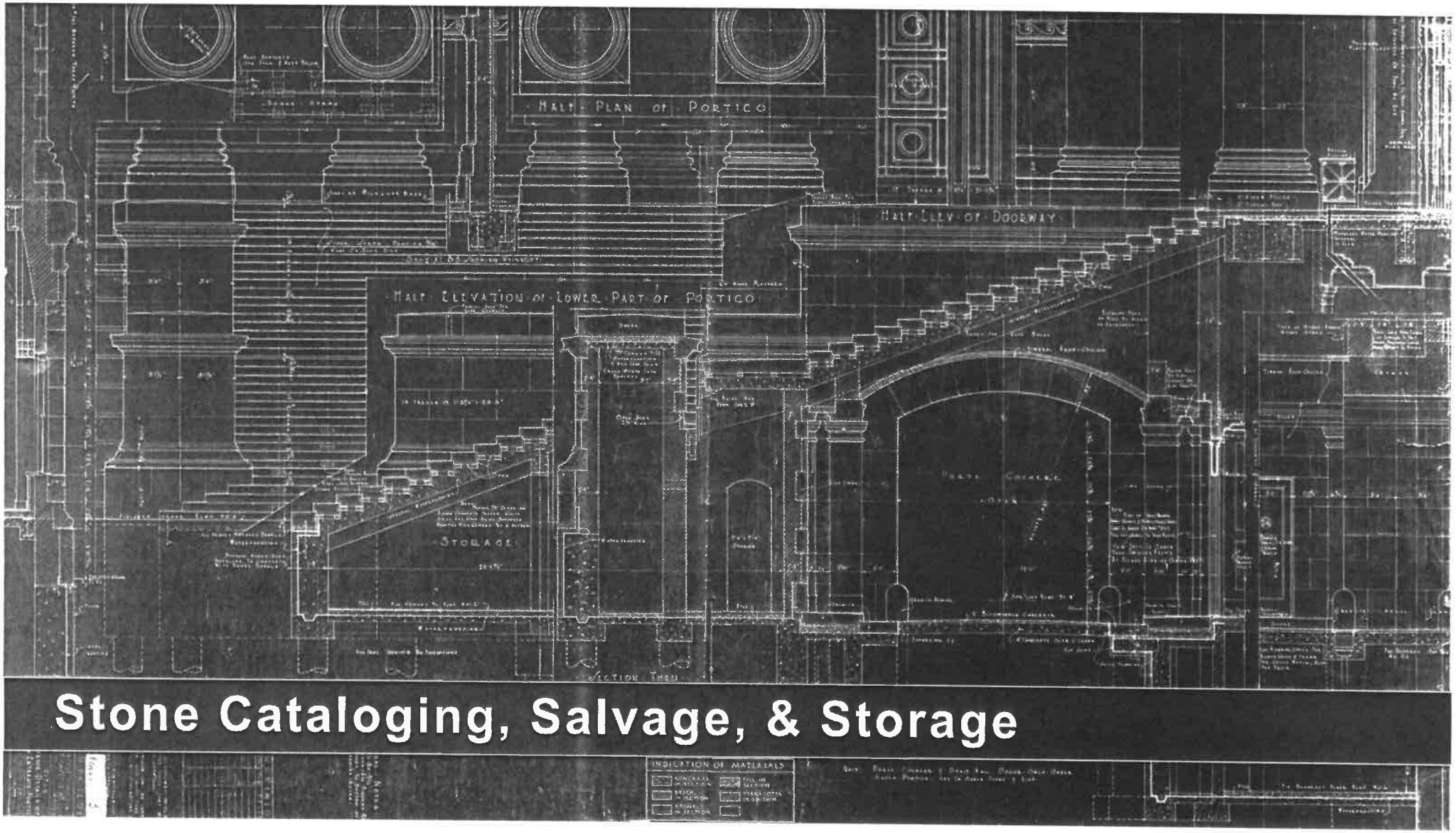




Electrical

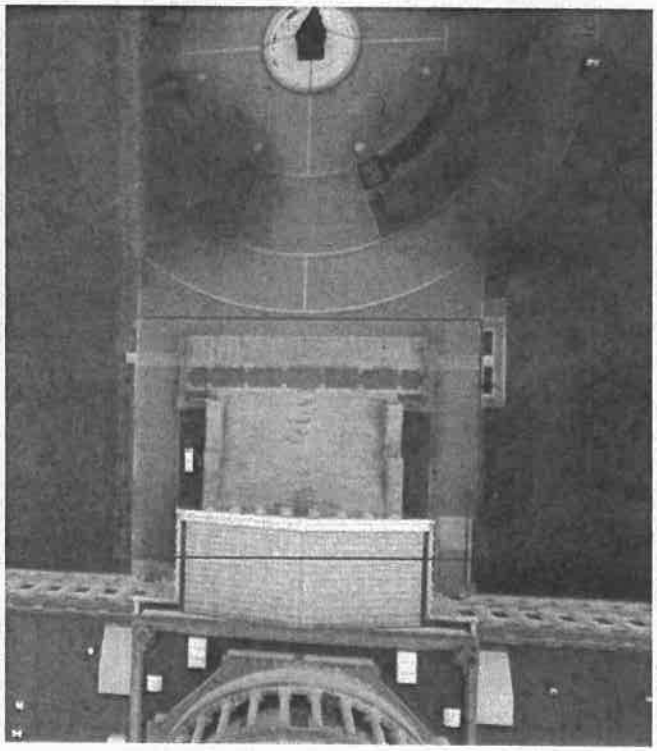




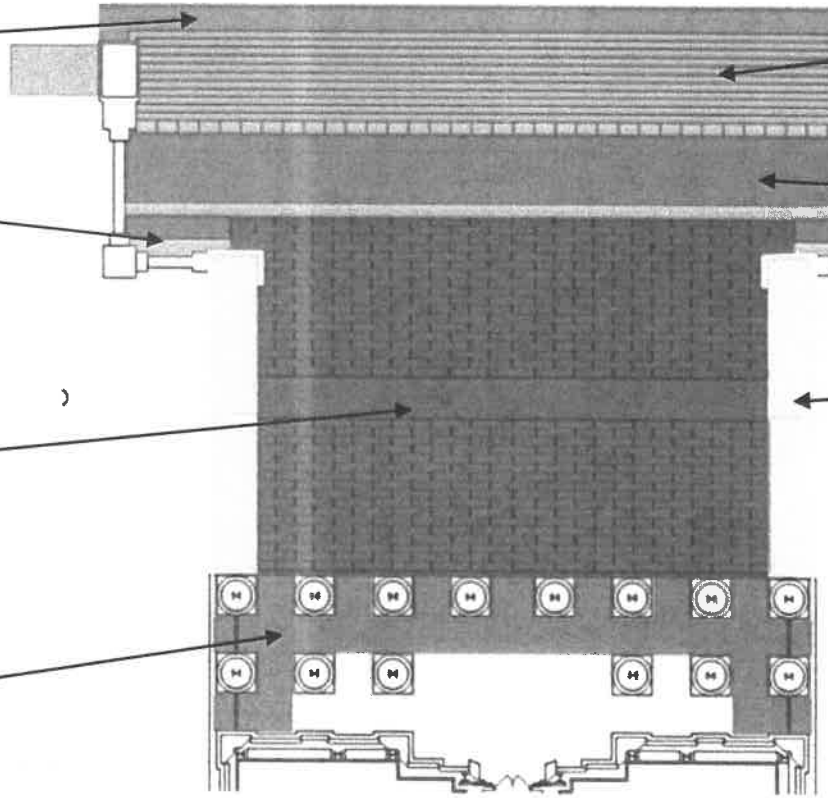


Stone Cataloging, Salvage, & Storage

Work Area



Stonework & Paver Extents of Work



Remove/salvage concrete pavers

Remove/salvage granite treads

Remove/salvage limestone pavers

Remove/discard brick pavers

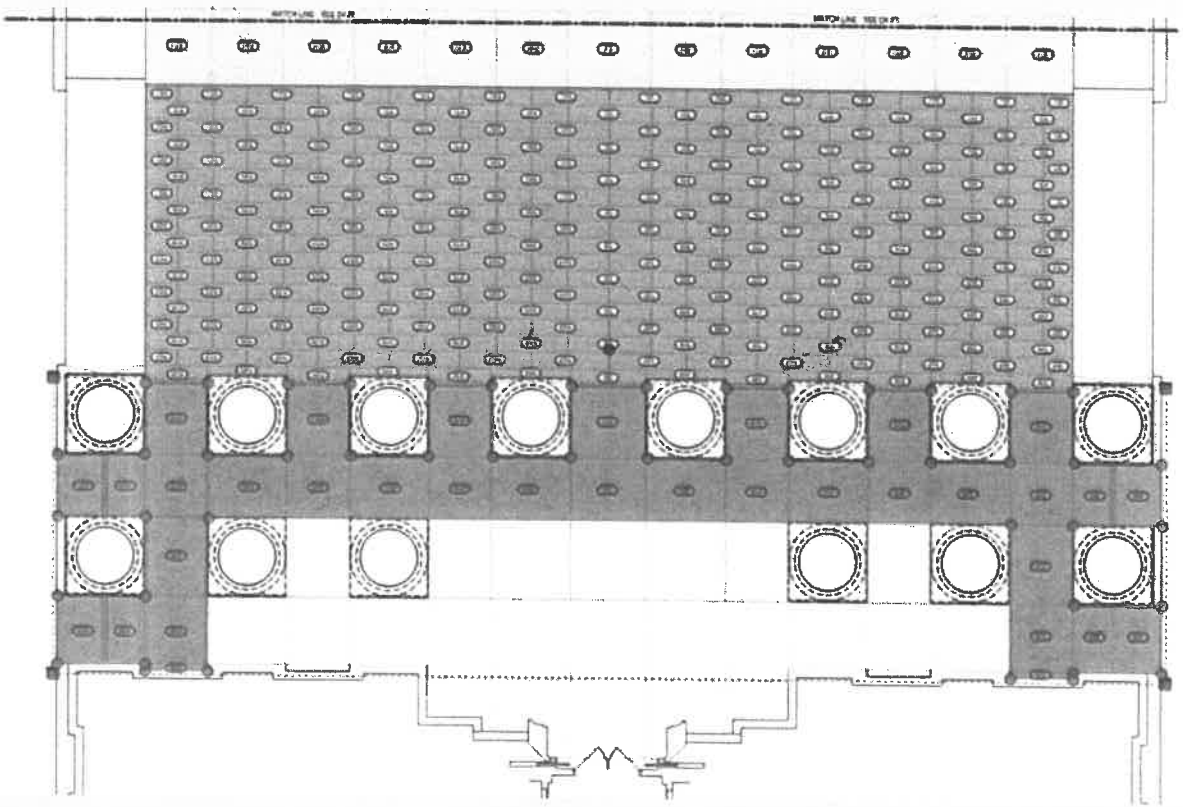
Remove/salvage limestone treads, remove reinforced concrete stair slab, remove concrete encasement on steel beams

Remove /salvage limestone panels

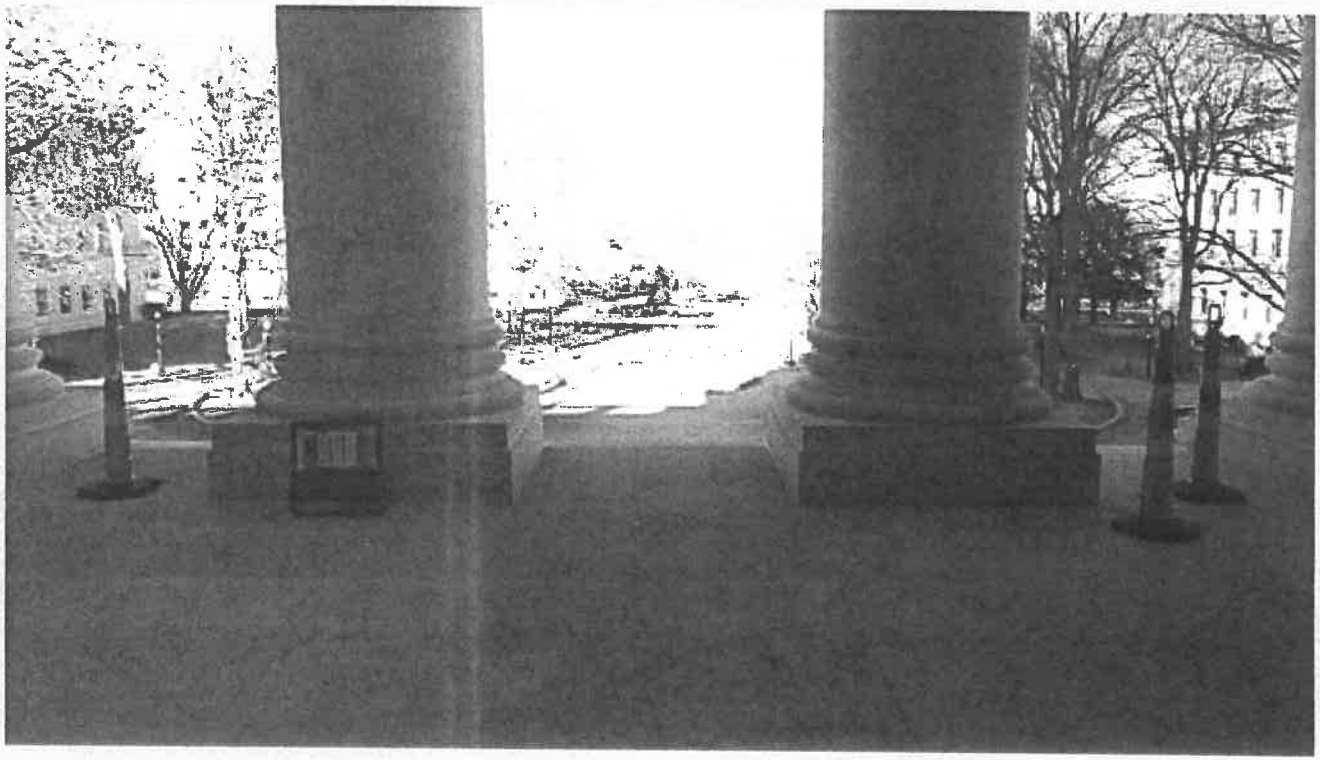
Remove/salvage limestone pavers

Portico

- **Detail 1/D4.02**

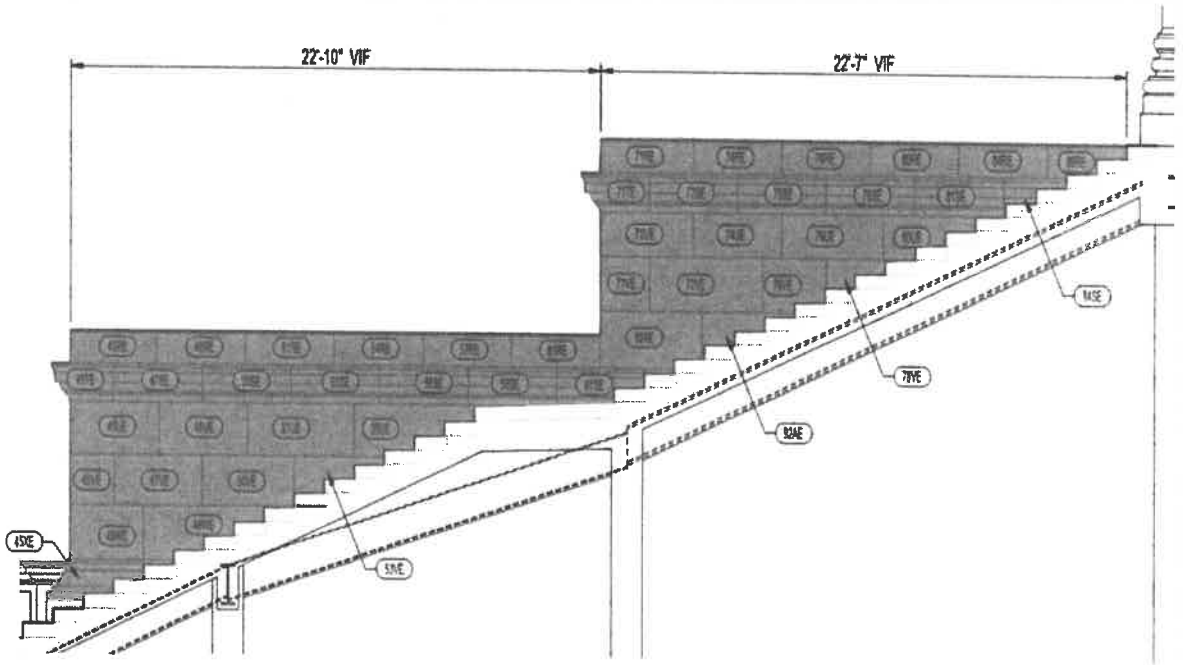


Portico

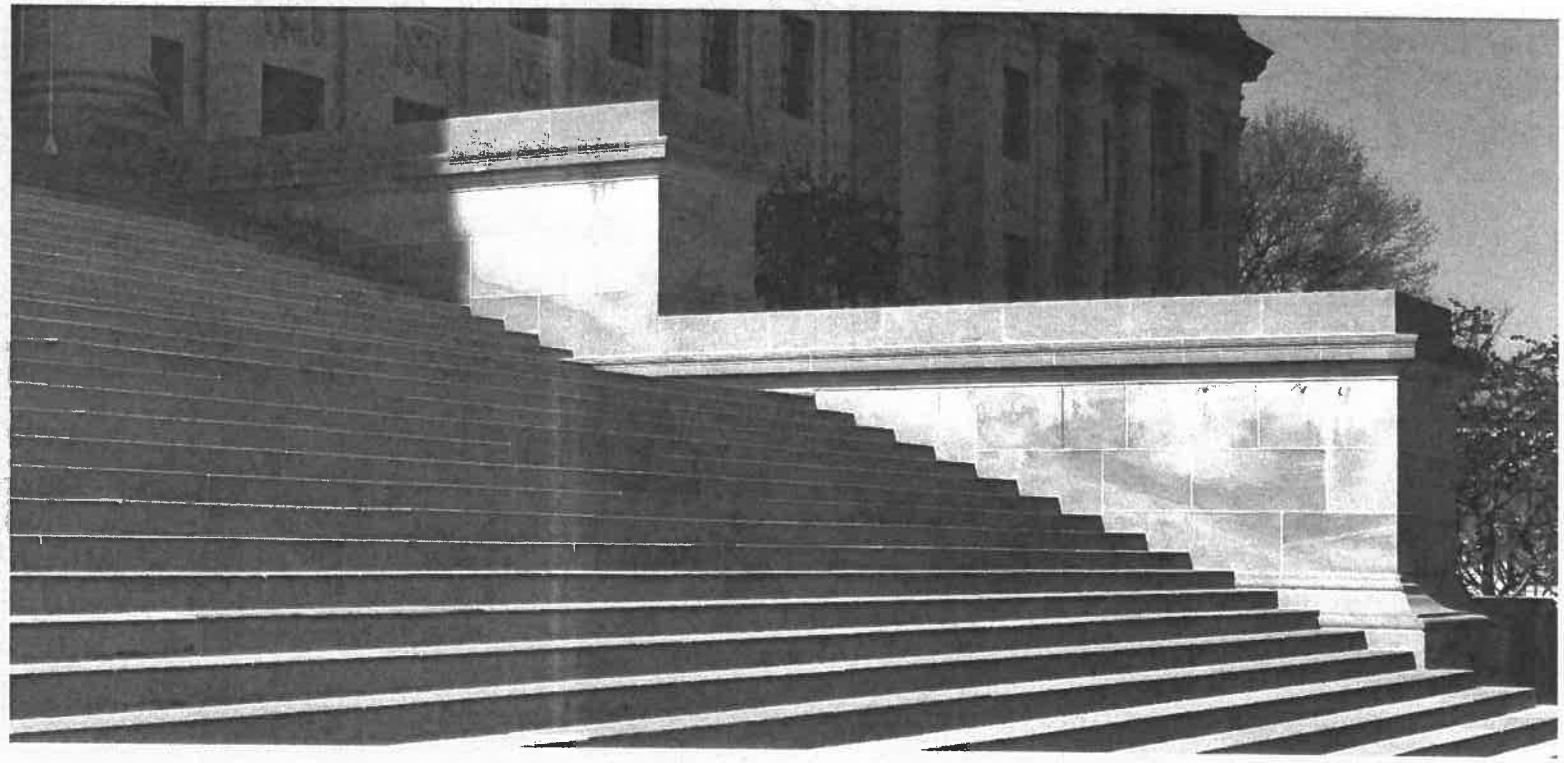


Cheek Walls (Inside)

- Detail 2/D4.03
- Detail 1/D4.04

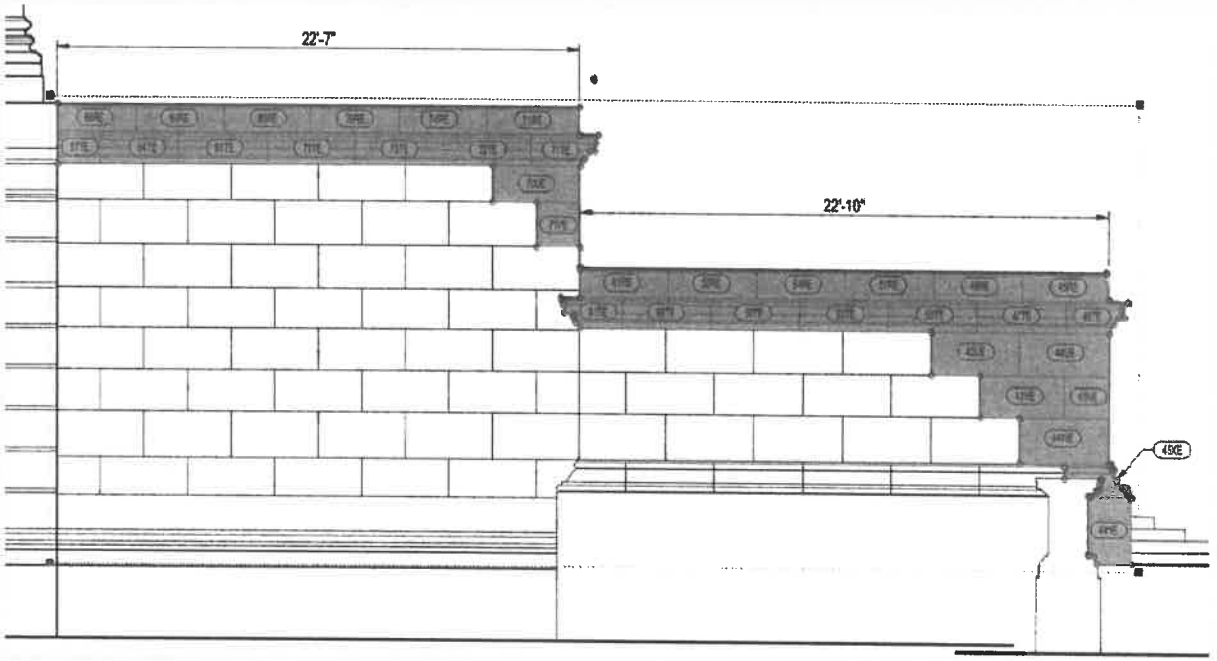


Cheek Walls (Inside)

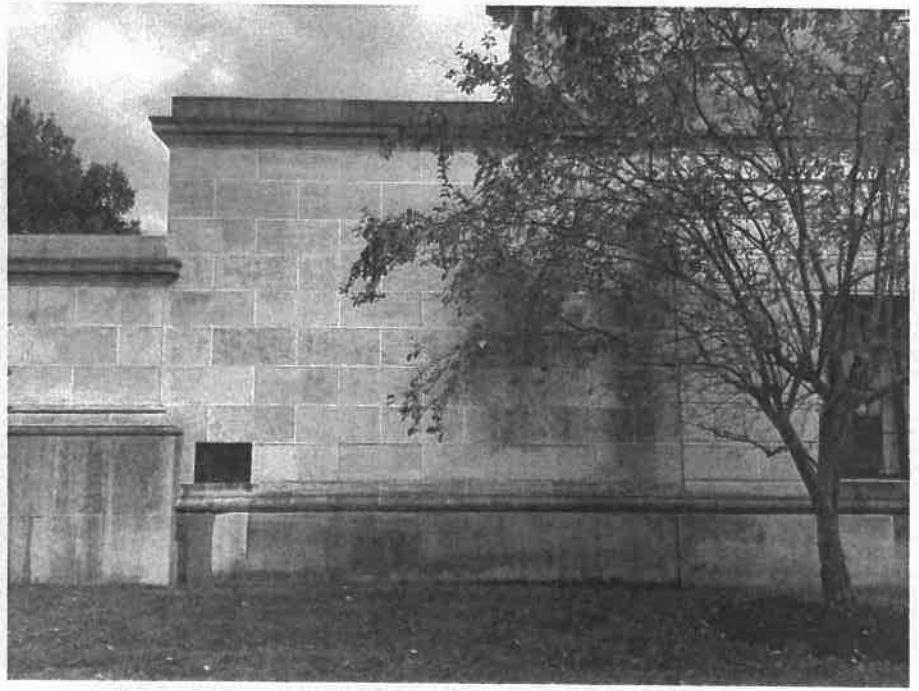


Cheek Walls (Outside)

- **Detail 3/D4.03**
- **Detail 3/D4.04**

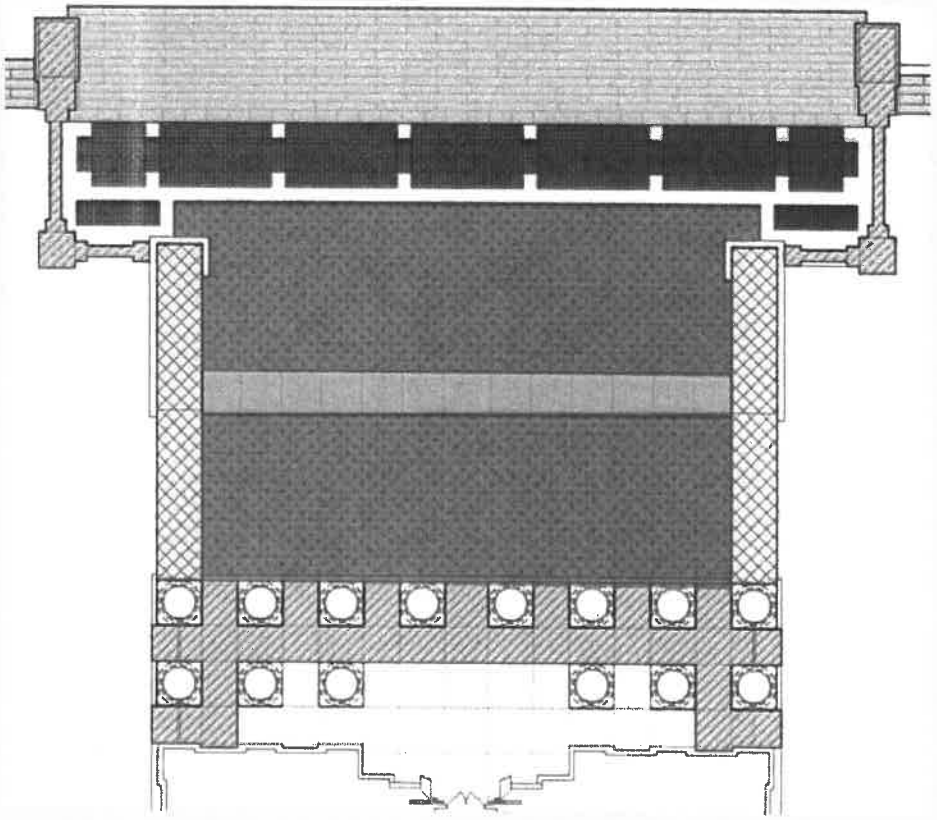


Cheek Walls (Outside)

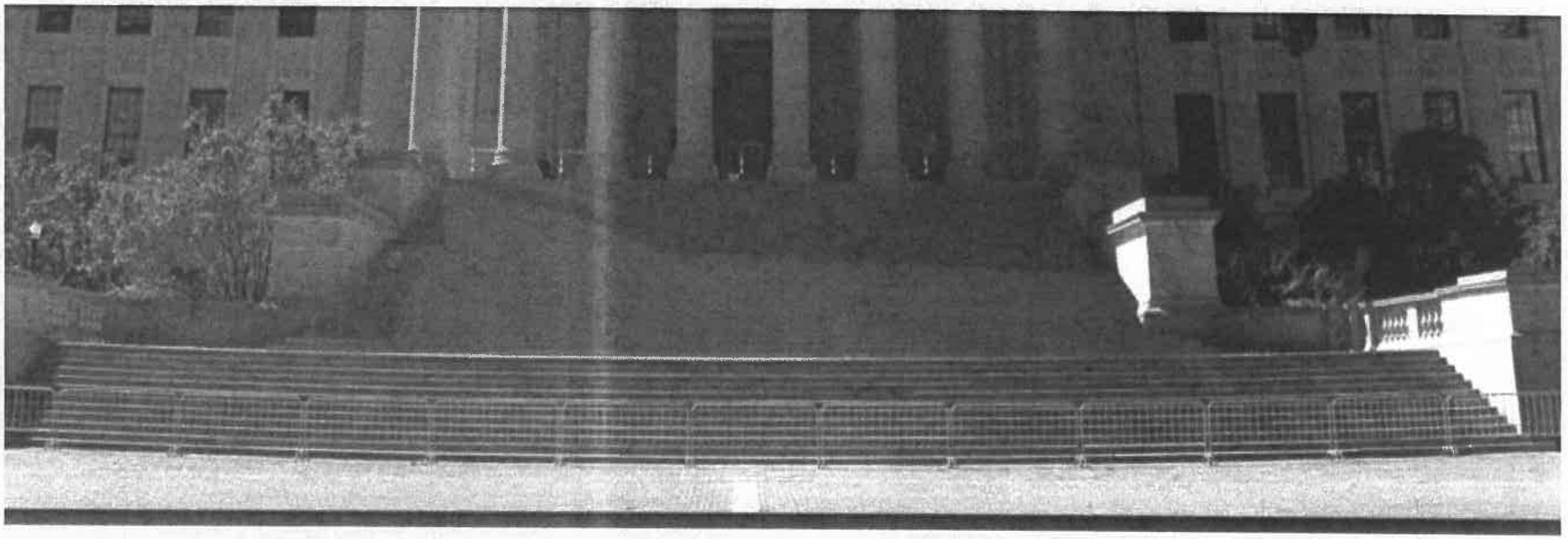


Upper & Middle Flights

- **Detail 1/G4.01**

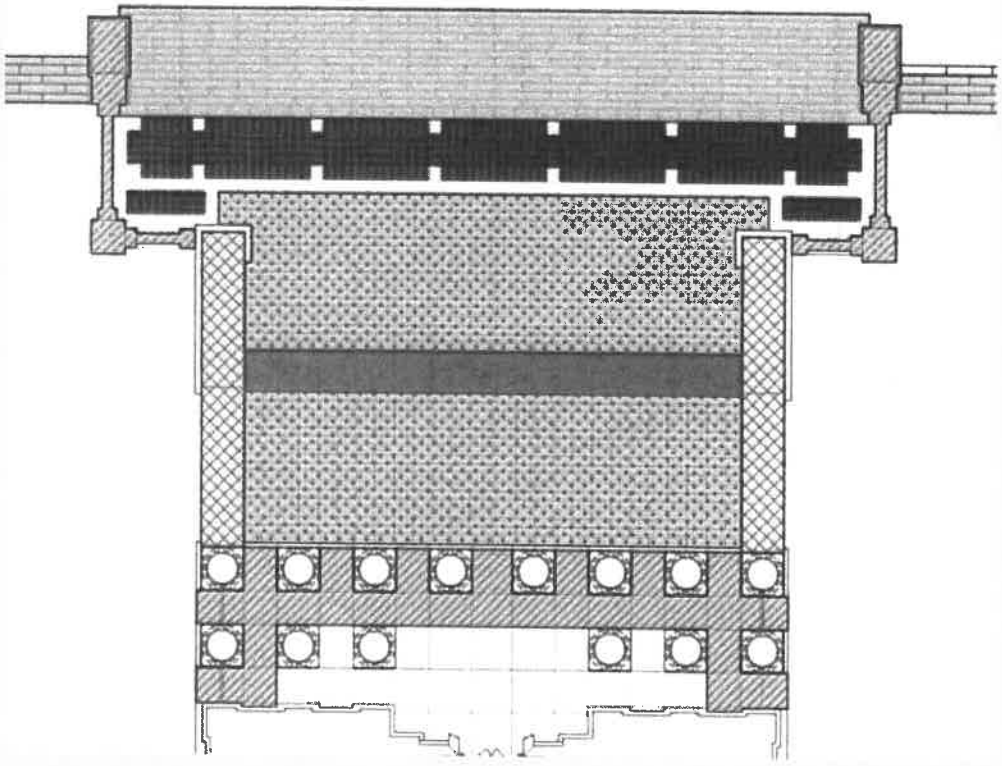


Upper & Middle Flights

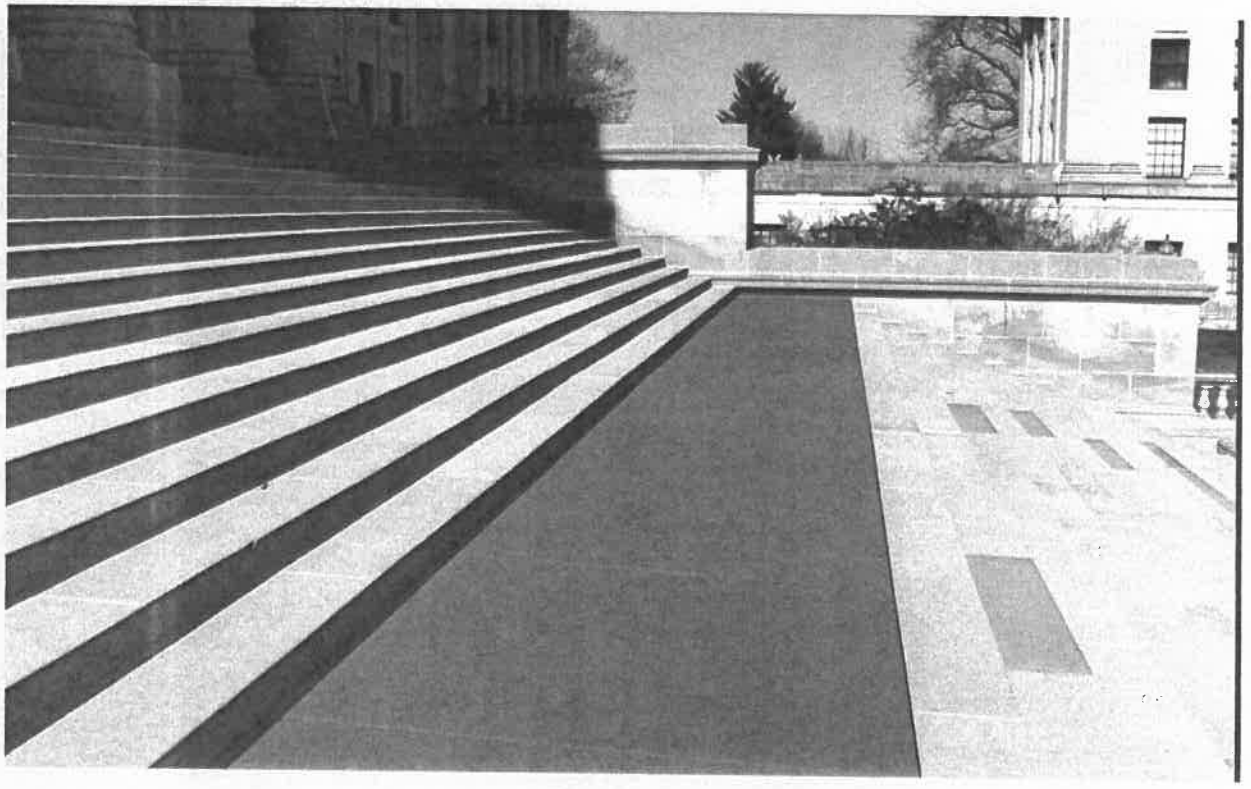


Middle Landing

- Detail 1/G4.01

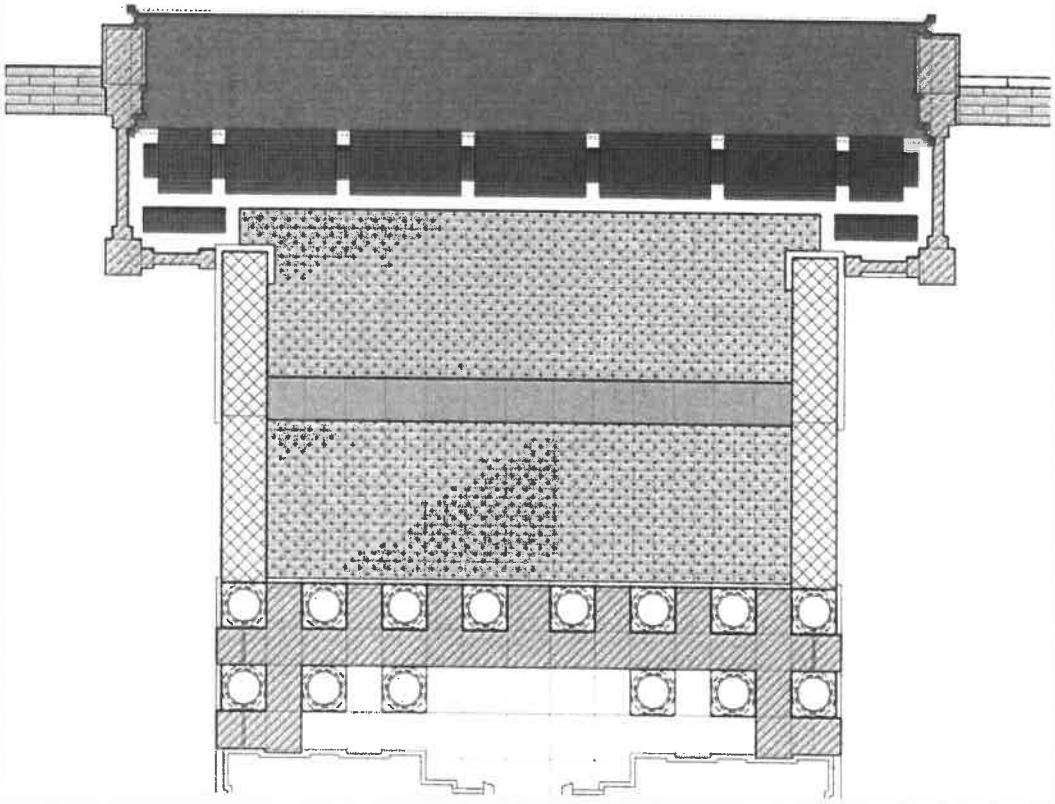


Middle Landing

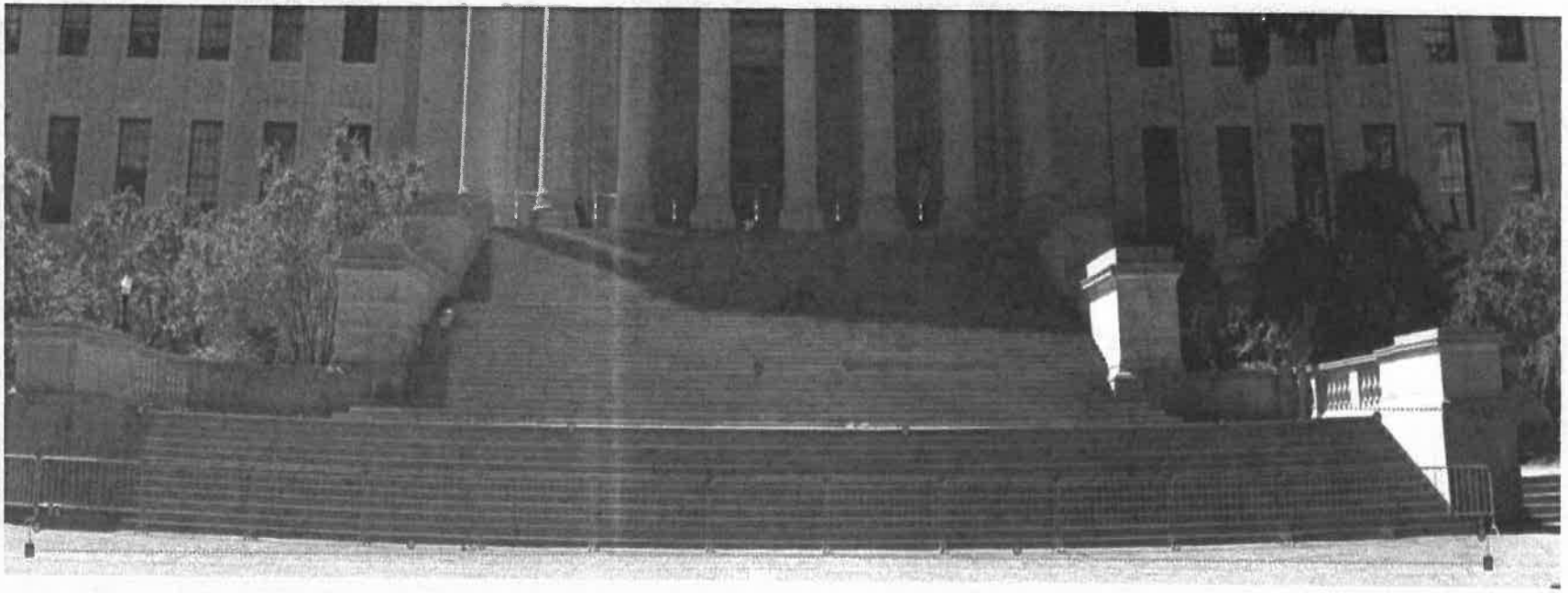


Lower Stairs

- **Detail 1/G4.01**

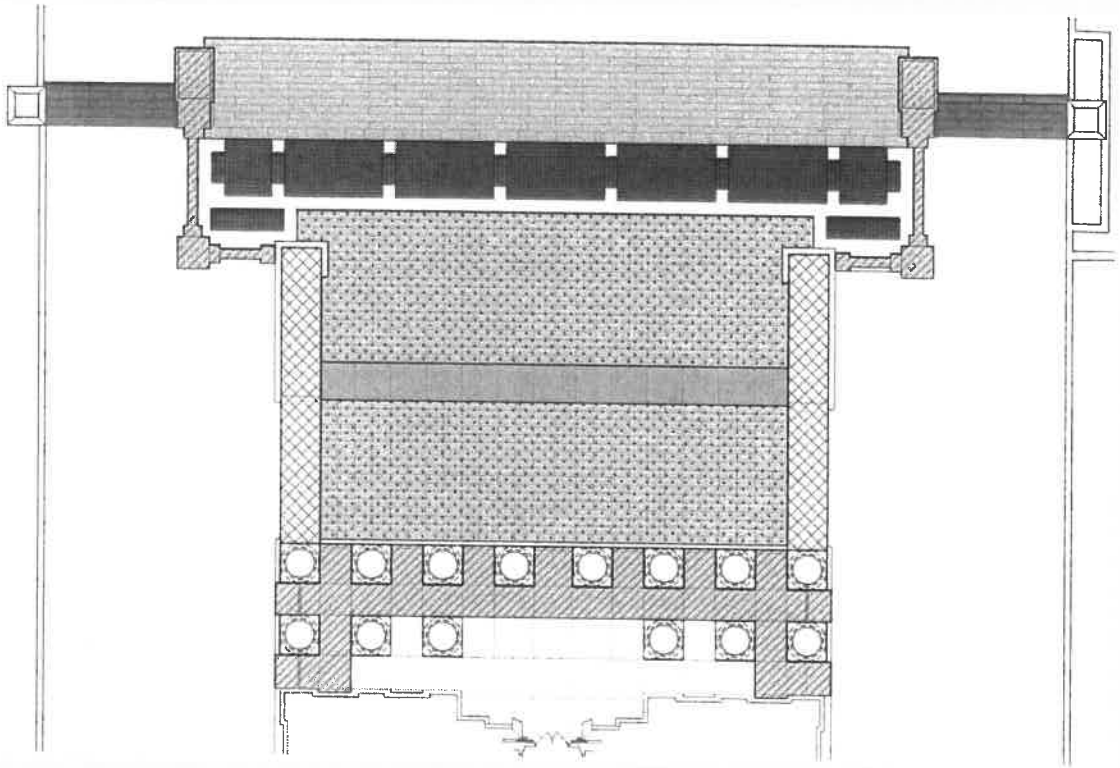


Lower Stairs

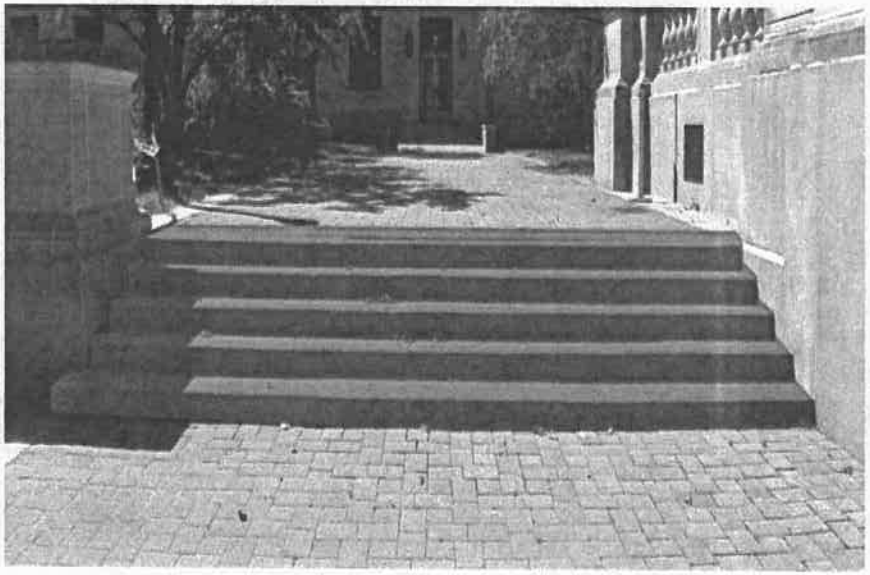


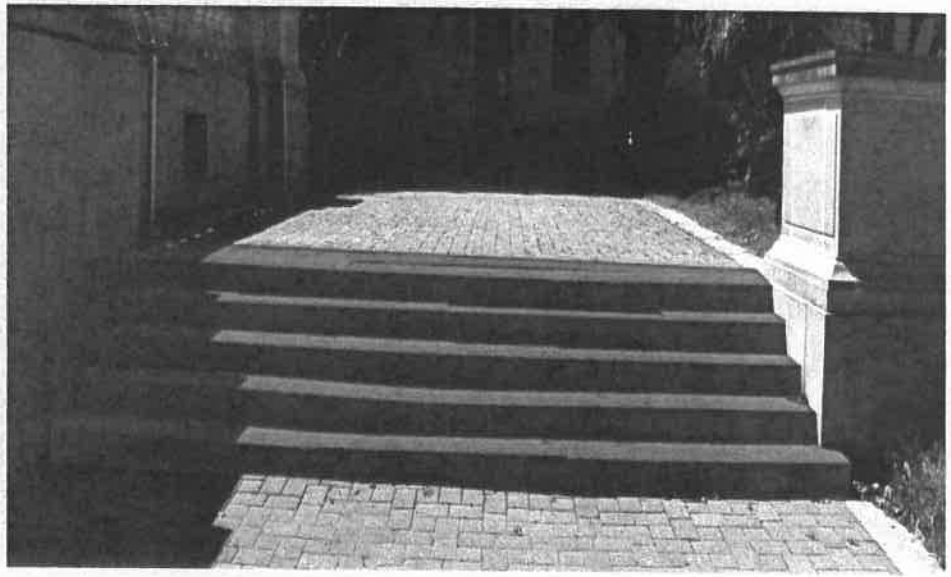
Side Stairs

- **Detail 1/G4.01**

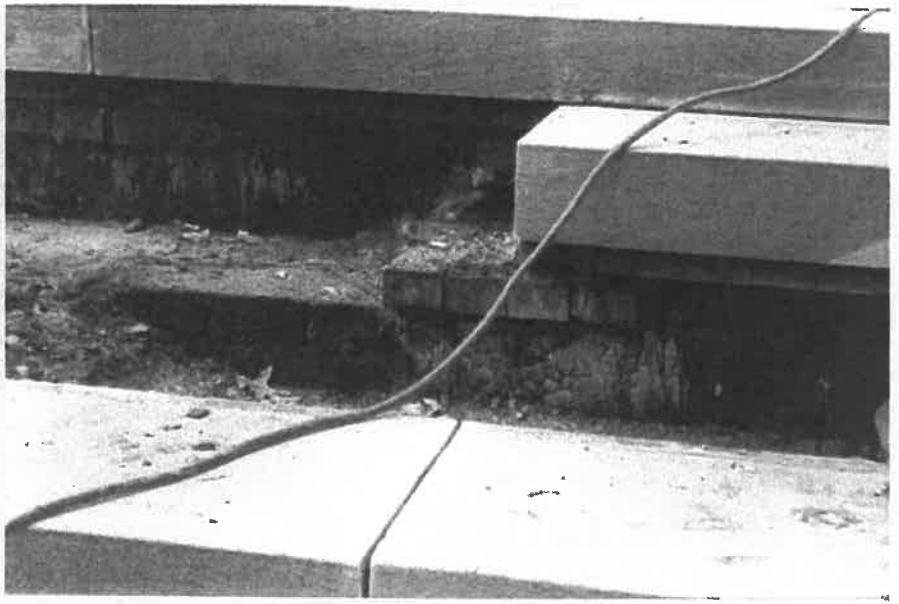


Side Stairs

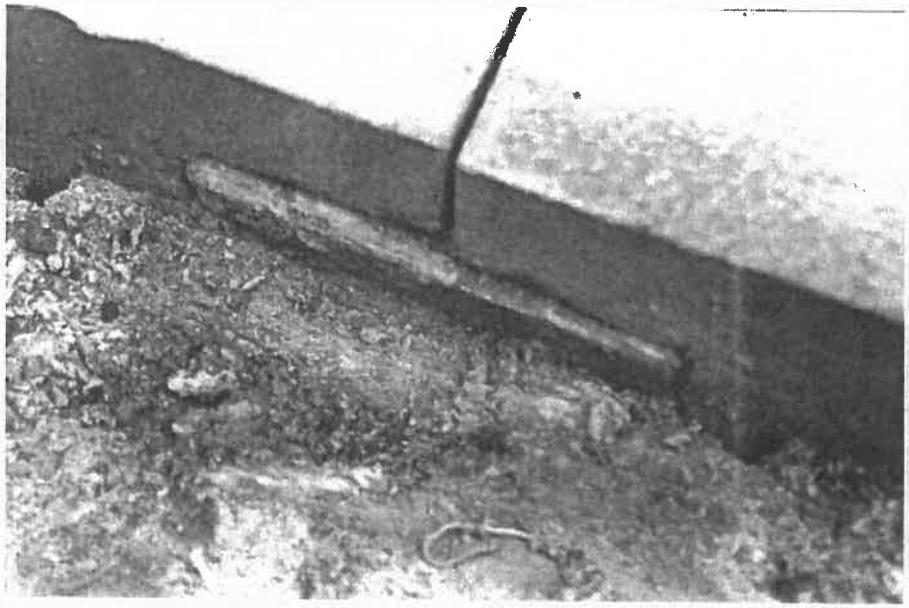




Stair Treads

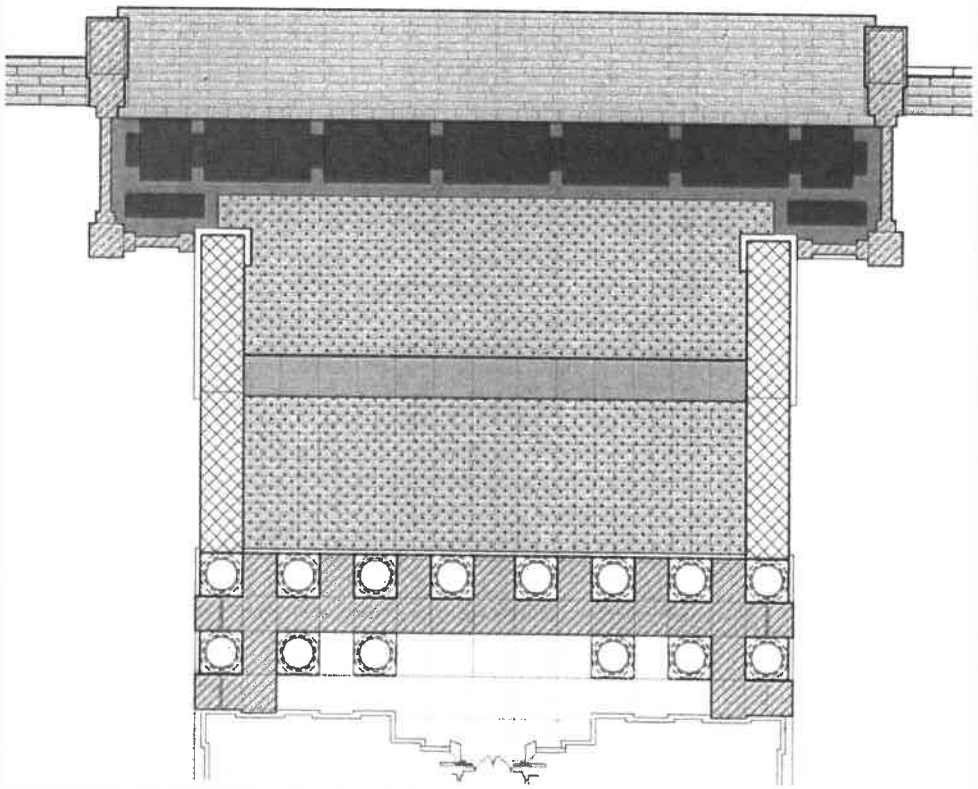


Stair Treads



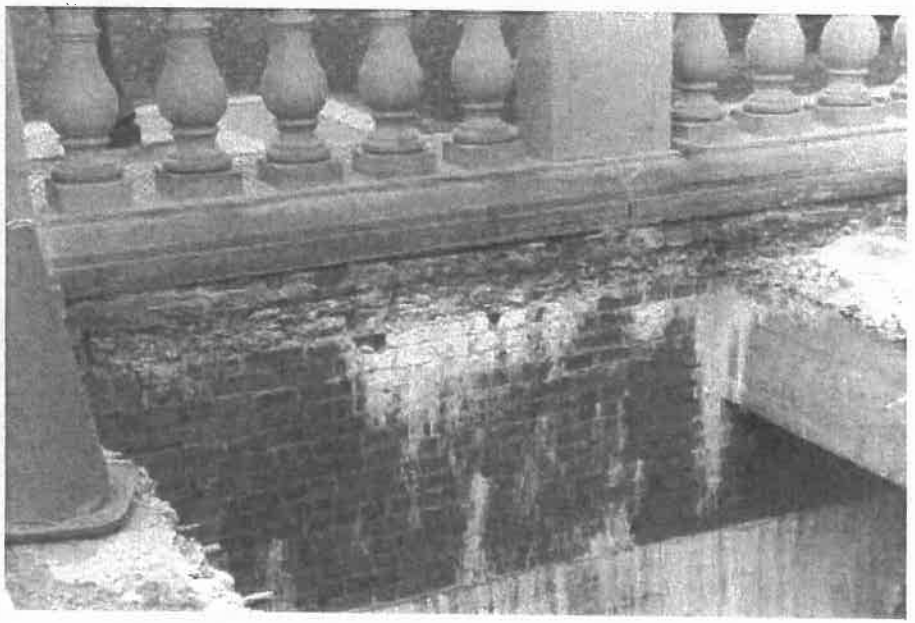
Platform

- **Detail 1/G4.01**



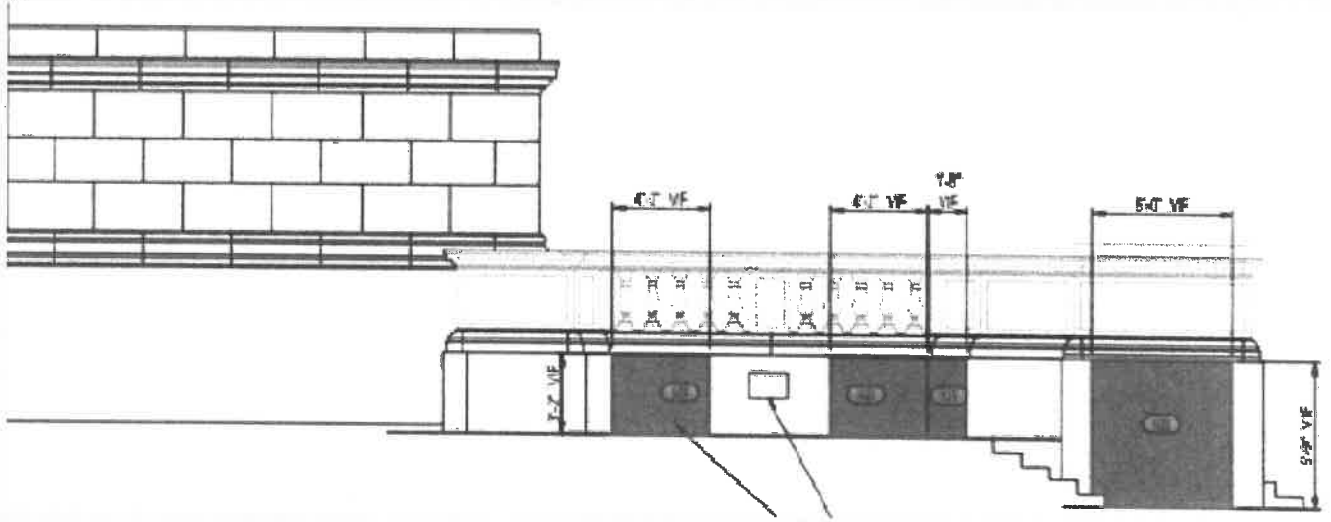
Platform

Platform

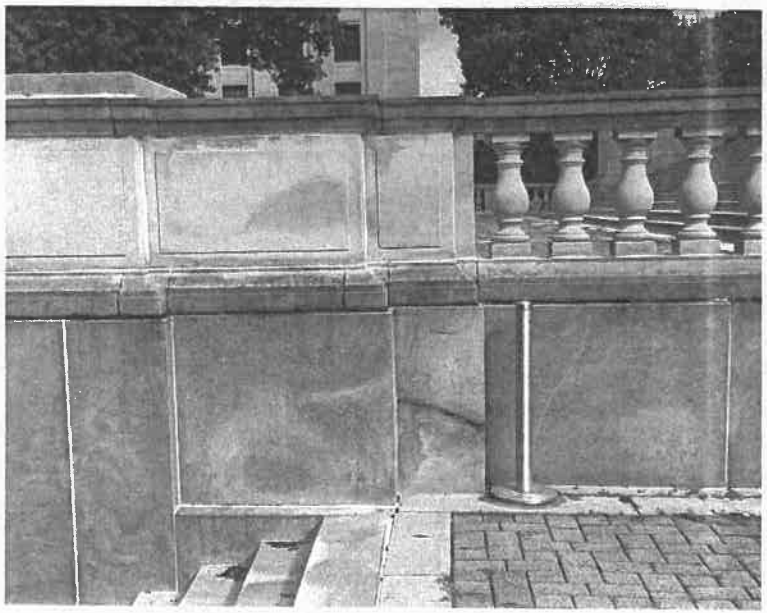


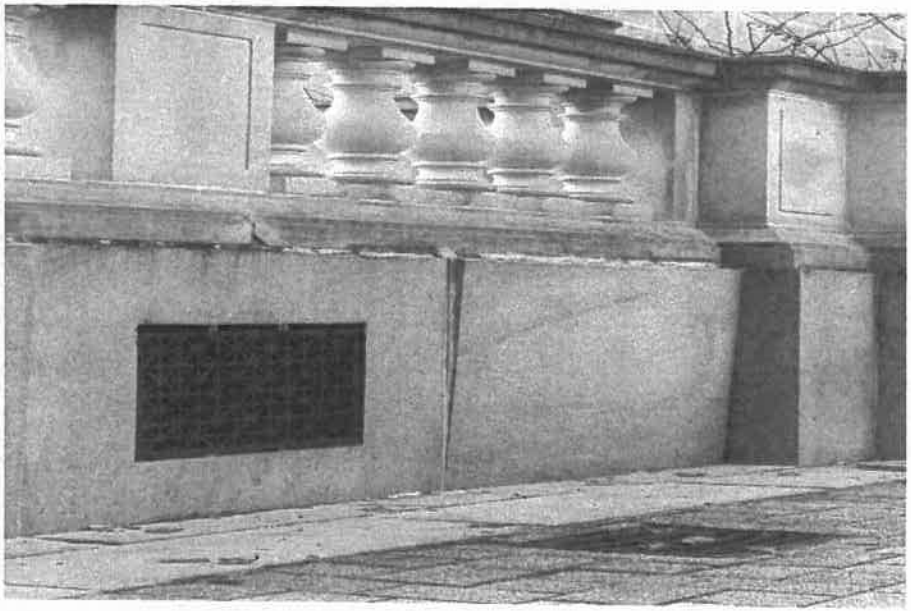
Side Panels

- Detail 1/AD4.05
- Detail 2/AD4.05

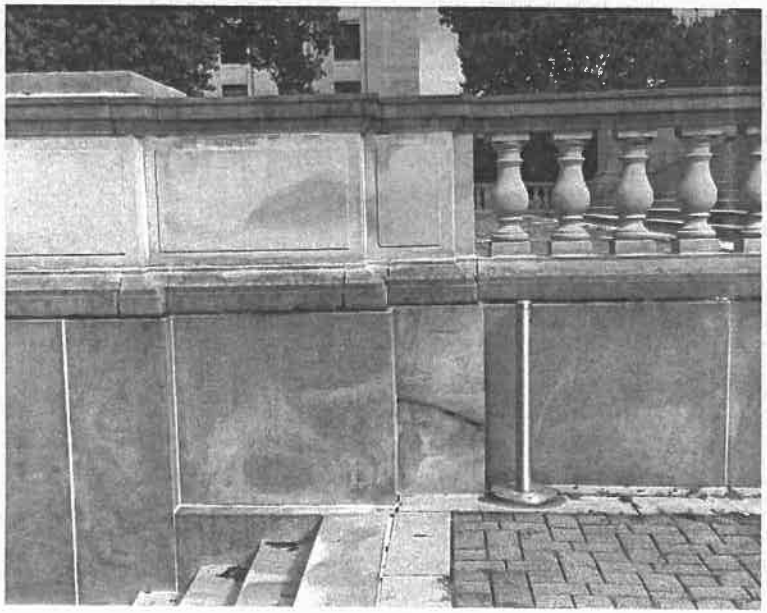


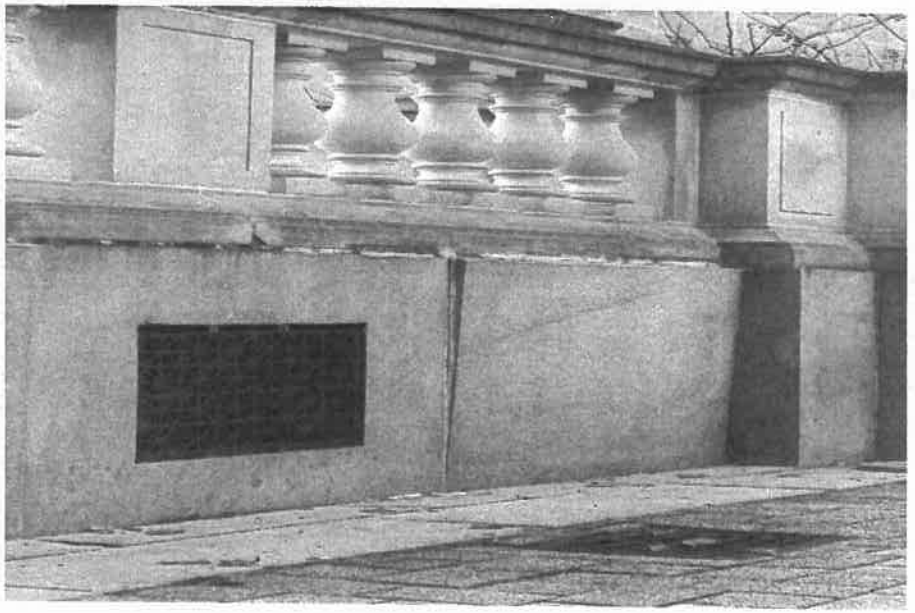
Side Panels





Side Panels

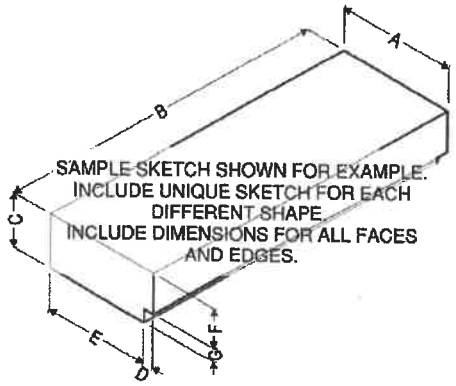




SAMPLE STONE SURVEY SHEET

Each completed survey sheet and accompanying photographs shall be submitted to the Contractor at the end of each work day in order to be included in the master stone catalog and photographic documentation.

Stone ID No.



Location	Length (in)	
Overall Dimensions:		
A		
B		
C		
	Left	Right
D		
E		
F		
G		
H	NOT USED	THIS STONE
I	NOT USED	THIS STONE
J	NOT USED	THIS STONE
K	NOT USED	THIS STONE
L	NOT USED	THIS STONE
M	NOT USED	THIS STONE
Mortar Joints		
Side		
Top		
Bottom		

Description and Location of Damage (i.e. Chips, Cracks, Spalls Discoloration):

- Stone cleaning recommended: Minor / Moderate to heavy
- Type of repair _____
- Patching required? Yes / No (if yes, shade the area on the sketch)
- Volume of Patching: _____ [in^3]

To be documented on ground after handling and storage

- Stone to be replaced (by Contractor)? Yes / No

Checklist

- ☐ Photographed prior to removal
- ☐ Add building reference points for existing location
- ☐ Existing conditions prevent removal per rigging plan
- ☐ Photographed after removal
- ☐ Documentation of areas to be patched
- ☐ Labeled with Stone ID
- ☐ Labeled stone with location of mortar joint lines above

Contractor Representative: _____ (Print) _____ (Signed) Date: _____

WDP/GSD Representative: _____ (Print) _____ (Signed) Date: _____

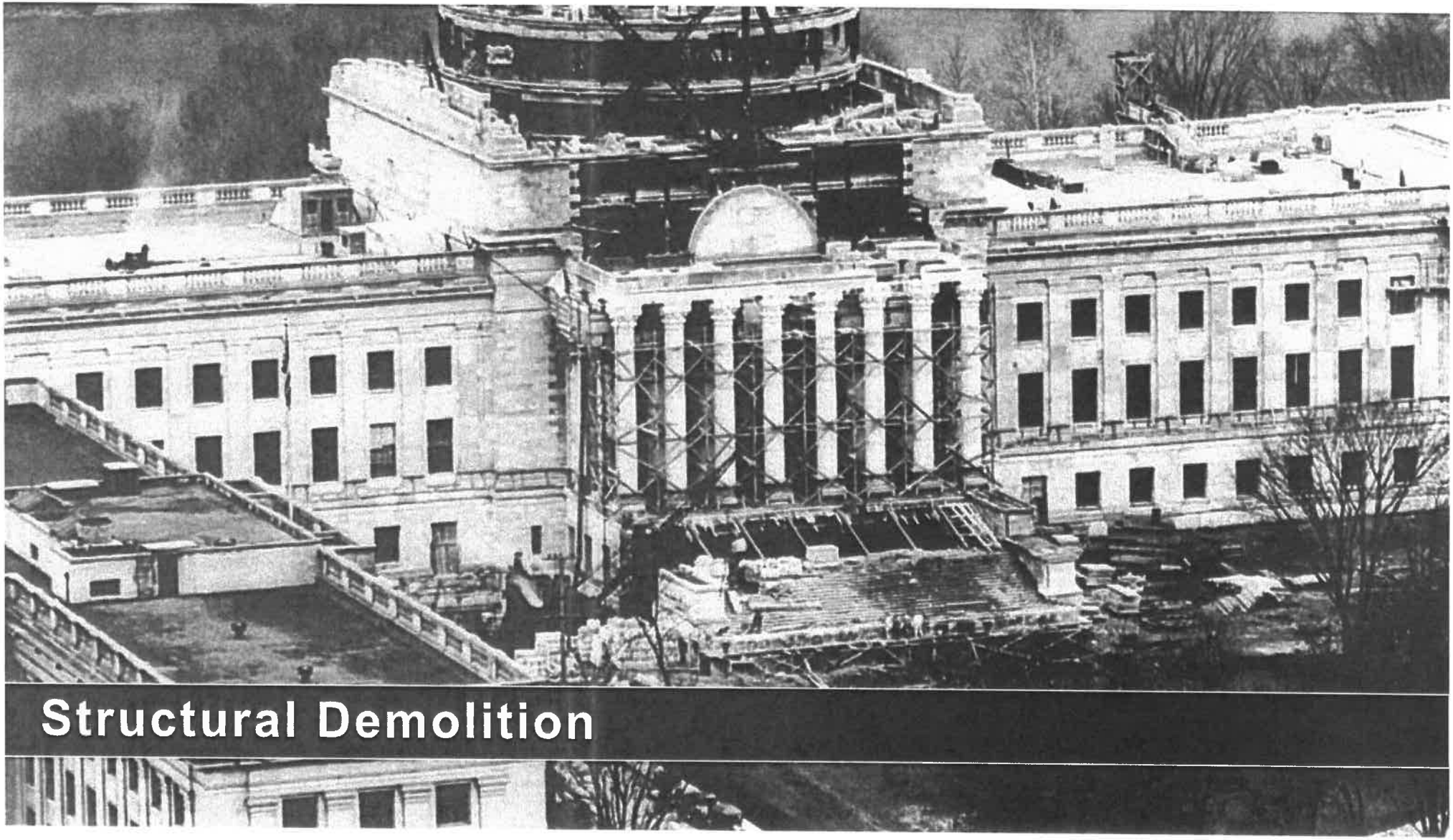
- Over 880 individual stone units to be cataloged & salvaged
- Over three dozen different shapes
- Completed database to be submitted as part of the closeout process.
  - Includes all survey sheets and photographs

Cataloging

Sample survey sheet in Project Manual

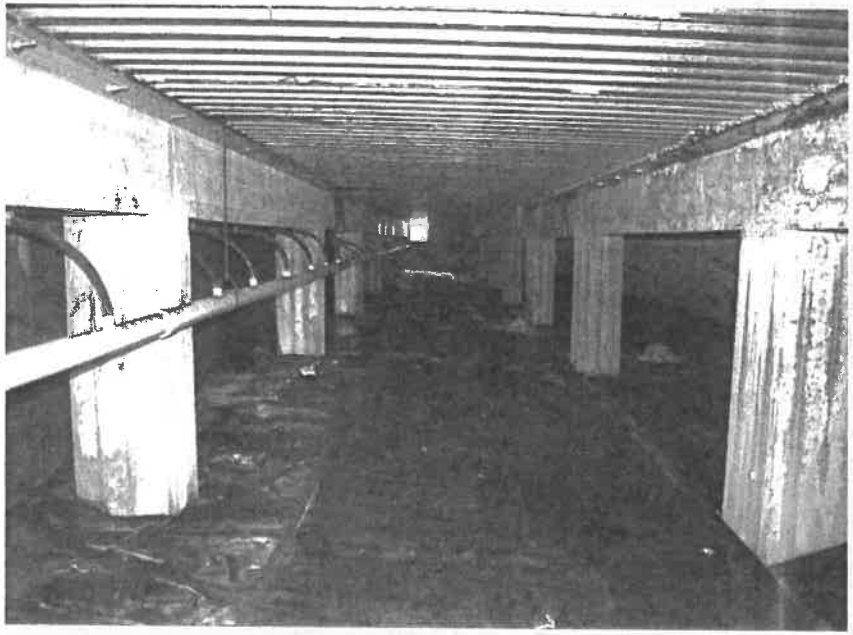
Stone Storage

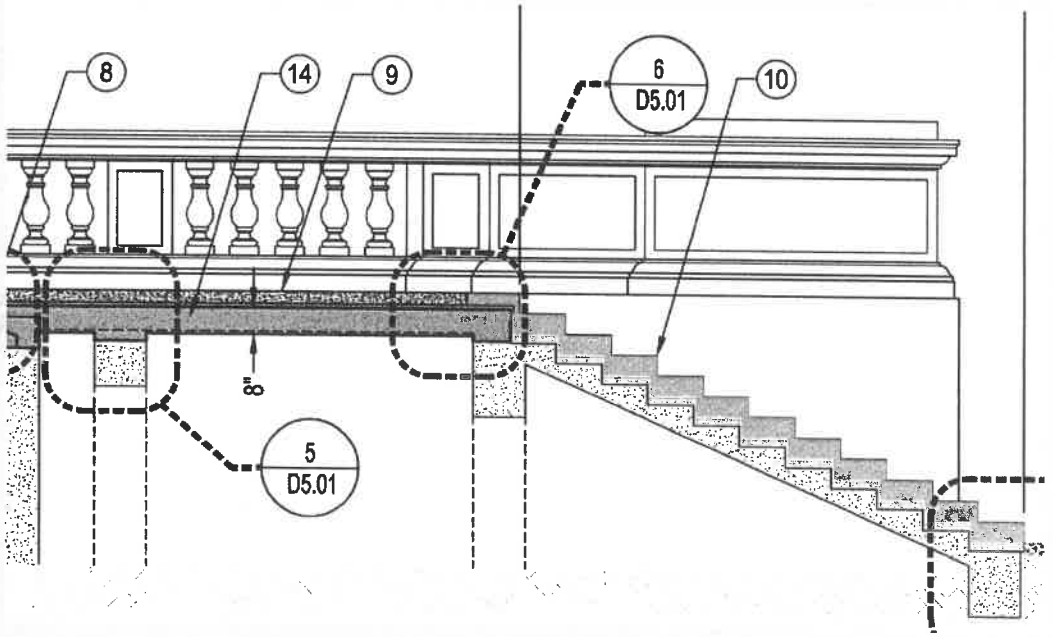
- Over 880 individual stone pieces to be stored on site
- Place stone units at locations designated in approve site plan submittal
- 24" clear space all around each unit
  - Access for future restoration work
- Each stone unit ID clearly visible



Structural Demolition

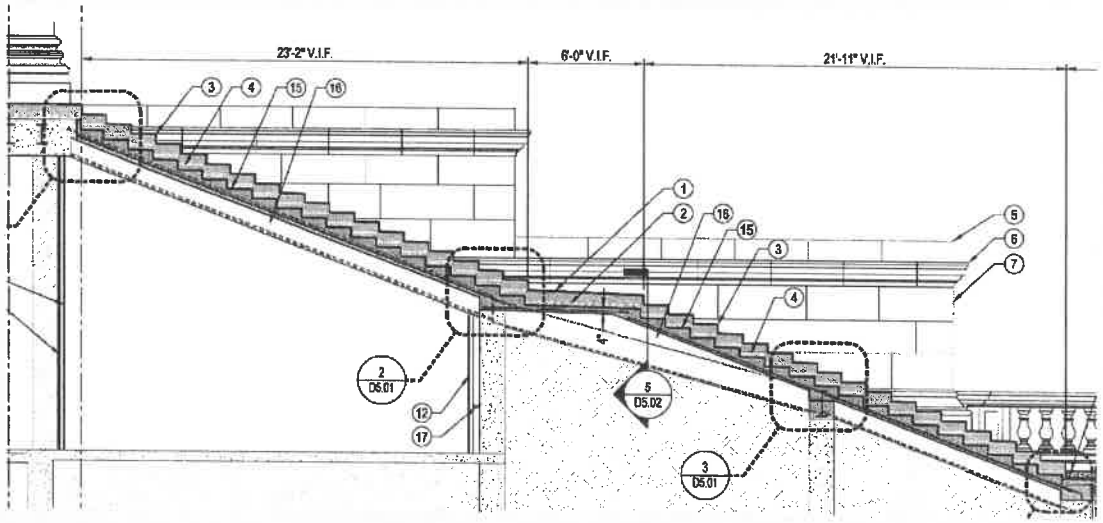
Platform Slab





Stair Slabs

- Remove concrete stair slab
- Remove concrete encasement around steel beams
- Steel beams to remain
- Concrete columns and walls to remain



Concrete Beam Encasement

Investigation Assistance

Investigation Assistance

Encased Steel Beams

Access

Surface cleaning

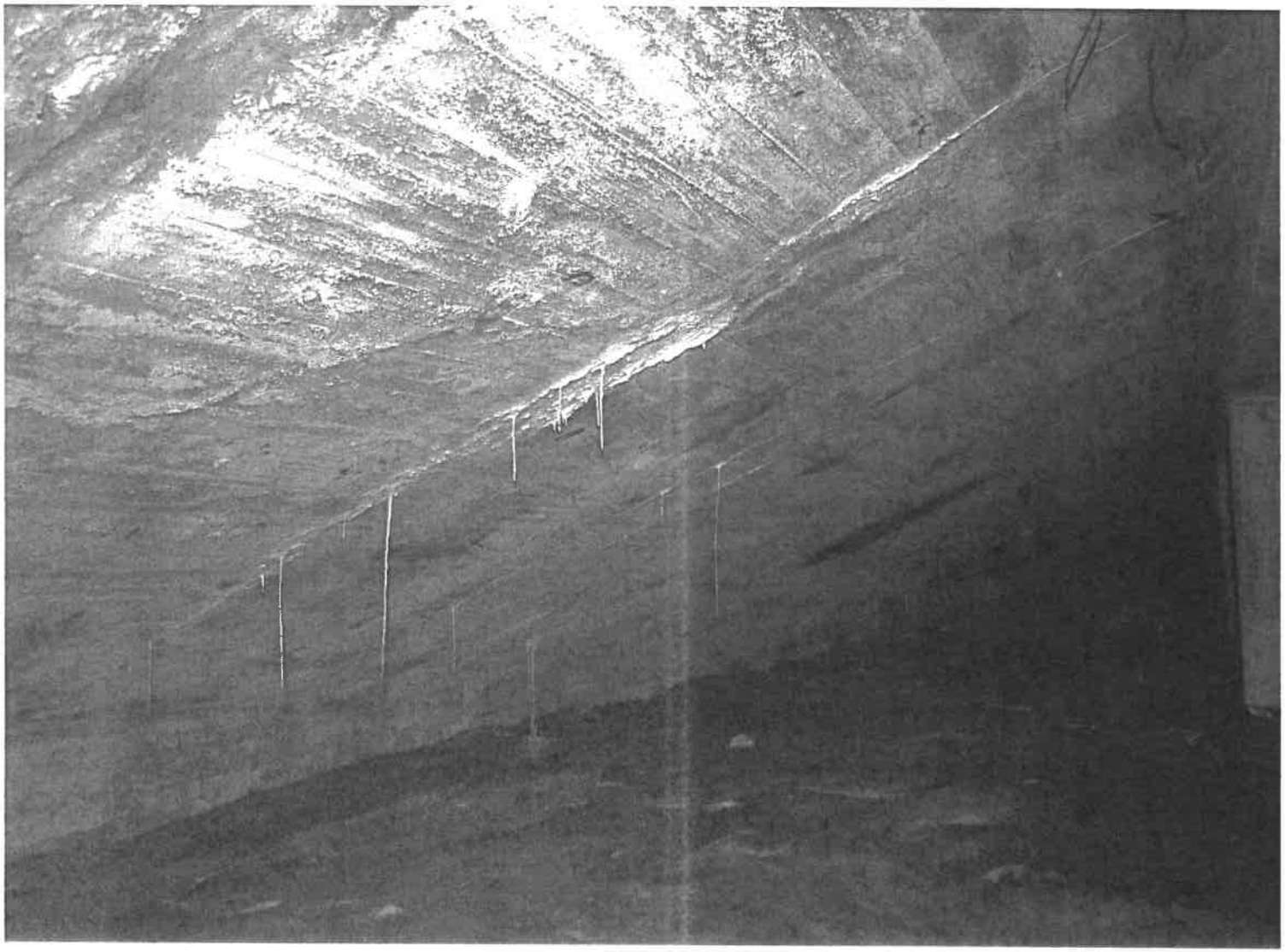
Investigation Assistance

Reinforced Concrete Beams at Platform

Access

Exploratory openings

Concrete cores



Investigation Assistance

Concrete Slab at Lower Flight

Access

Exploratory openings

Concrete cores

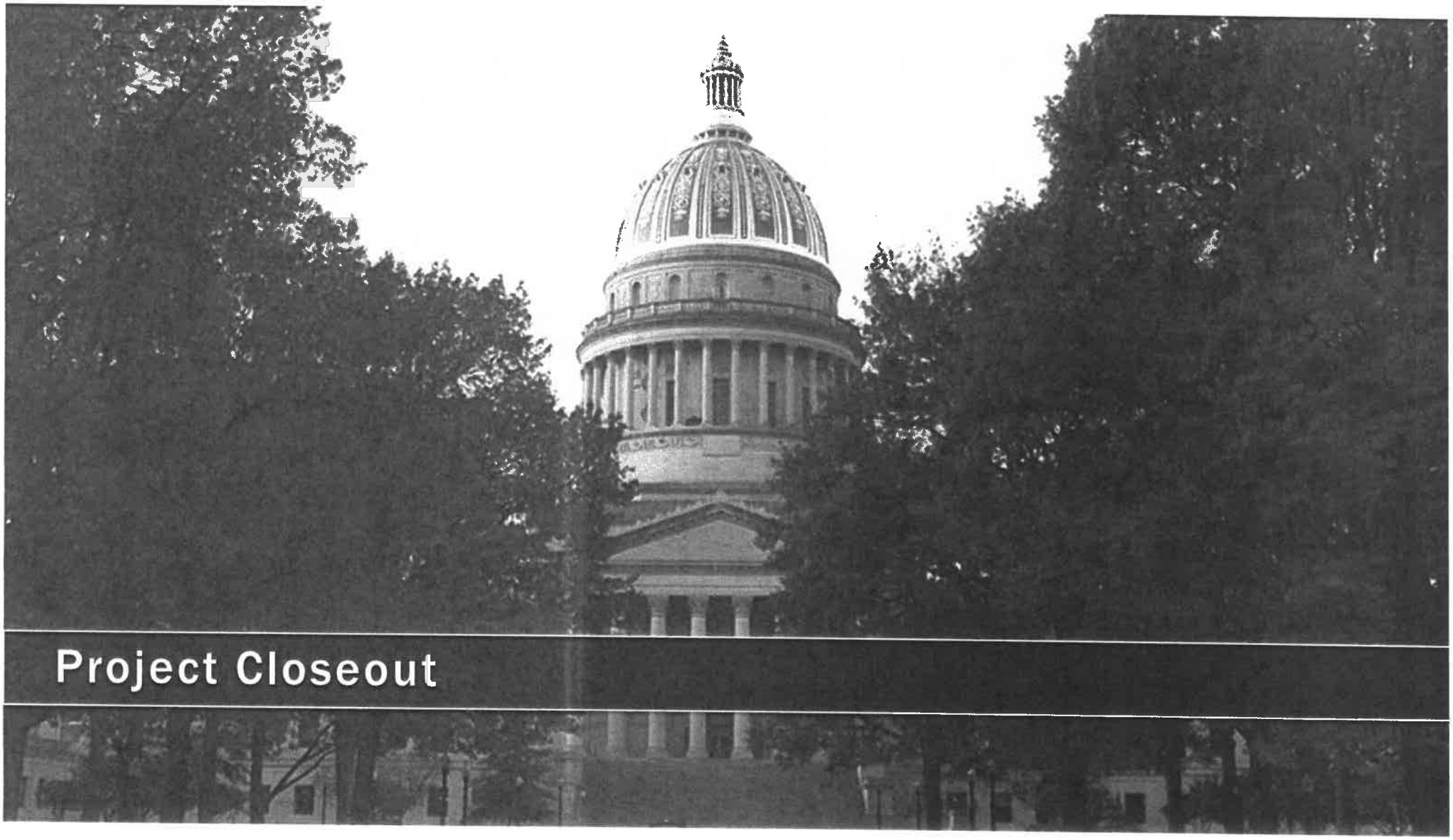
Investigation Assistance:

Cheek wall slabs

Access

Exploratory openings

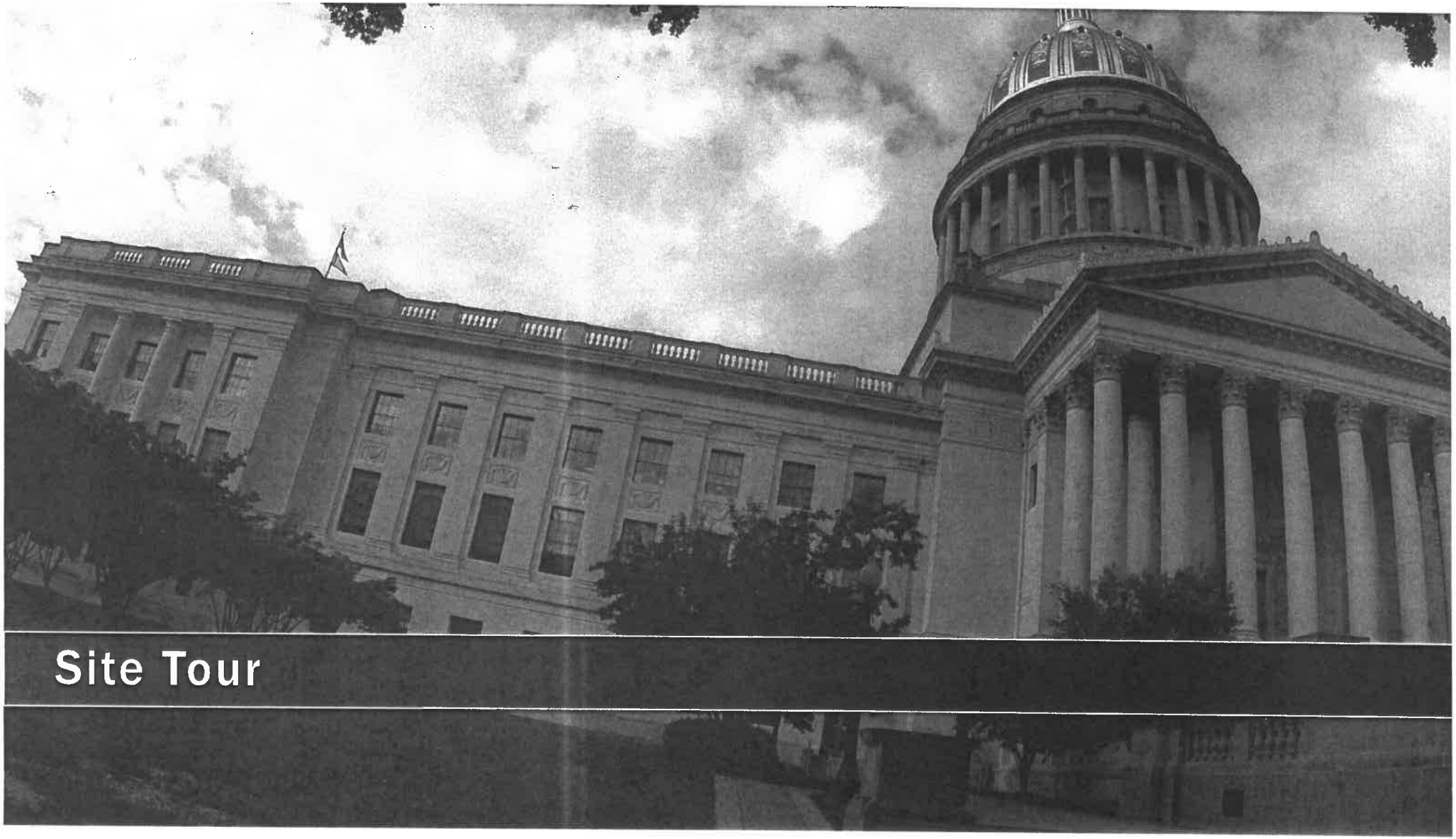
Concrete cores



Project Closeout

Closeout

- Temporary enclosure, access, & protection to remain
  - Final inspection & report
- Project record documentation
  - Full stone catalog database
  - Shop drawings & product data
  - Record drawings



Site Tour

Questions?

Rex A. Cyphers, P.E.
Principal
Patrick B. Dillon, Ph.D., P.E.
Senior Engineer

WDP
& Associates

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ 0211 GSD2200000023

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

- [x] Addendum No. 1
- [x] Addendum No. 2
- [x] Addendum No. 3
- [x] Addendum No. 4
- [ ] Addendum No. 5
- [ ] Addendum No. 6
- [ ] Addendum No. 7
- [ ] Addendum No. 8
- [ ] Addendum No. 9
- [ ] Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

SQP Construction Group Inc.

Company

, President

Authorized Signature

February 7, 2022

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

WV State Capitol North Stair Repair Project - Phase 1
1900 Kanawha Boulevard East
Charleston, West Virginia 25305

THE OWNER:
(Name, legal status and address)

State of West Virginia
Department of Administration
General Services Division
112 California Avenue, 5th Floor
Charleston, West Virginia 25305

THE ARCHITECT:
(Name, legal status and address)

WDP & Associates Consulting Engineers, Inc.
10621 Gateway Boulevard, Suite 200
Manassas, Virginia 20110

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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User Notes: (1145729900)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

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G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

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

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

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

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

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

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§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

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

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

§ 3.9 Superintendent

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

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

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

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delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

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§ 3.18 Indemnification

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

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

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

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

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

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ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

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

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

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

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

§ 7.2 Change Orders

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

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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

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

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.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 premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

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

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

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

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

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

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

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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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

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

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

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.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

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

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

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

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

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

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

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

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

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§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

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

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

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promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

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or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

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

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

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The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

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approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

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§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

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

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

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

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.4 Arbitration

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

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

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

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

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§ 15.4.4 Consolidation or Joinder

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

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

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

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State of West Virginia

Supplementary Conditions to AIA Document A201-2017
General Conditions of the Contract for Construction

The following Supplementary Conditions modify the General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

Order of Precedence: The documents contained in the contract to which this document has been attached shall be interpreted in the following order of precedence:

First Priority – Documents developed by the State or agency and utilized to provide public notice of the solicitation, along with other general terms and conditions shall be first in priority.

Second Priority – This document "Supplementary Conditions to the AIA Document A201-2017 General Conditions of the Contract for Construction" shall be second in priority.

Third Priority – all other AIA documents including, but not limited to, the AIA Document A201-2017 General Conditions of the Contract for Construction and the A101-2017 Standard Form of Agreement Between Owner and Contractor (when utilized) shall be third or lower in priority.

ARTICLE 1
GENERAL PROVISIONS

Add the following Section to Article 1:

§1.05 PARTY RELATIONS

§1.05 The Owner and their consultants, the Architect and their Consultants, and the Contractor and their Subcontractors agree to proceed with the Work on the basis of mutual trust, good faith and fair dealing.

§1.1 BASIC DEFINITIONS

§1.1.1 THE CONTRACT DOCUMENTS

§1.1.1 Delete the last sentence of this Section and substitute the following:

The Contract Documents also include the Bidding Documents (Advertisement or Invitation to Bid, Request for Quotations/Bids, Instructions to Bidders, Form of Proposal, Bid Bond and Sample Forms), Performance Bond, Payment Bond, Maintenance Bond (if applicable), Certificates of Insurance, Special Provisions For Disadvantaged and Women Business Enterprise Utilization (if bound herein).

§1.1.2 THE CONTRACT

§1.1.2 Make the following changes to Section 1.1.2:

In the last sentence, insert "and the Contractor" after "The Architect" and delete "the Architect's" and insert "their respective".

§1.2 Correlation and Intent of Contract Documents

§1.2.1.1 In the second sentence, remove "any law" and insert "West Virginia law or any applicable federal law". In the last sentence, remove "by law" and insert "West Virginia law or any applicable federal law".

§1.7 Digital Data Use and Transmission

§1.7 Delete the last sentence of this section in its entirety.

§1.8 Building Information Models Use and Reliance

§ 1.8 Remove this section in its entirety and replace it with the following:

"Any use of, or reliance on, all or a portion of a building information model must be approved in advance by Owner and will only be permitted if the Parties have agreed upon and executed written documents to memorialize protocols governing the use of, and reliance on, the information contained in the model."

ARTICLE 2
OWNER

§2.1 GENERAL

§ 2.1.1 Add the following after the last sentence:

Notwithstanding the foregoing, the parties understand that since Owner is a government entity, change orders will often require approval by entities in addition to owner. When owner is a state agency, those entities may include, but are not limited to, the West Virginia Attorney General's Office and the West Virginia Purchasing Division. Additionally, approval may be required by agencies providing project funding, including but not limited to, West Virginia School Building Authority and agencies of the United States federal government.

§2.1.2 Delete Section 2.1.2 in its entirety.

§2.1 Add the following Section to 2.1:

§2.1.3 The Owner and the agency funding the project reserve the right to maintain a full time or part time project representative (sometimes referred to as the "Clerk of the Works") at the project site who shall keep the Owner informed of the progress and quality of the Work and responsibilities. The Contractor shall cooperate and assist the Clerk of the Works in the performance of his/her duties. The Clerk of the Works will not interfere with or be responsible for the Contractor's supervision and direction of the Work, and the Contractor's means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. The Clerk of the Works may facilitate communications between the Owner, Architect, and Contractor but has no authority to make decisions for the Owner, approve modifications to the Contract Documents, the Contract Time, or Contract Sum. Additionally, Contractor is not permitted to rely on or consider decisions made by the Clerk of the Works on behalf of Owner

§2.2 Evidence of the Owner's Financial Arrangements: Delete § 2.2 and all of its subsections in its entirety.

§2.3 Information and Services Required of Owner

§2.3.2 Make the following changes to Section 2.3.2:

In first sentence, delete the period and add ", when required pursuant to West Virginia Code §30-12-1 et seq." Add the following sentence at the end of Section 2.3.2: "If the Owner does not retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located, the Owner will appoint an individual to assume the role and obligations of the Architect pursuant to this Agreement."

§2.3.3 Delete this section in its entirety.

§2.3.4 Delete the last sentence of Section 2.3.4 and substitute the following:

The Contractor shall confirm the locations of each utility. If the Owner has provided geotechnical and other tests to determine subsurface conditions, the Owner will provide such documents to the Contractor; the Contractor acknowledges that it will make no claims for any subsurface or any other conditions revealed by these tests.

ARTICLE 3
CONTRACTOR

§3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§3.2.2 Add the following sentence to the end of Section 3.2.2:

Claims by Contractor resulting from its failure to familiarize itself with the site shall be deemed waived. Additionally, by submitting a bid or otherwise entering into this contract, Contractor acknowledges that it has reviewed and understands the contract documents and the work required by those documents. Any claims arising from Contractor's failure to review and understand the contract documents shall be deemed waived.

§3.2.3 Delete Section 3.2.3 in its entirety and substitute the following:

§3.2.3 The Contractor acknowledges its continuing duty to review and evaluate the Construction Documents during performance of its services and shall immediately notify the Owner and the Architect about any problems, conflicts, defects, deficiencies, inconsistencies or omissions it discovers in or between the Construction Documents; and variances it discovers between the Construction Documents and applicable laws, statutes, building codes, rules and regulations.

§ 3.2.4 Add the following clauses to Section 3.2.4:

§3.2.4.1 If the Contractor performs any Work which it knows or should have known involves a recognized problem, conflict, defect, deficiency, inconsistency or omission in the Construction Documents; or a variance between the Construction Documents and requirements of applicable laws, statutes, building codes, rules and regulations, without notifying the Owner and the Architect prior to receiving written authorization from the Architect to proceed, the Contractor shall be responsible for the consequences of such performance.

§3.2.4.2 Before ordering any materials or doing any Work, the Contractor and Subcontractors shall verify all measurements at the site and shall be responsible for the correctness of same. Discrepancies shall be reported in writing to the Architect prior to proceeding with the Work. No extra charge or compensation will be

entertained due to differences between actual measurements and dimensions indicated on the drawings, if such differences do not result in a change in the scope of Work or if the Architect failed to receive written notice before the Work was performed.

§3.4 LABOR AND MATERIALS

§3.4.1 Vendor must review and comply with the following statutory requirements affecting public construction projects, as well as any other applicable laws that are not referenced herein:

- W. Va. Code § 5-19-1 et seq., relating to domestic steel preference.
- W. Va. Code § 5A-3-56 relating to domestic steel preference, provided that the Owner is a state agency subject to Chapter 5A, Article 3 of the W. Va. Code.
- W. Va. Code § §21-1C-1 *et seq.*, relating to local hiring preference
- W. Va. Code §21-1D-1 *et seq.*, relating to drug free workplace requirements.

§3.4 Add the following Sections to 3.4:

§3.4.4 Where materials and equipment are to be provided by the Owner under the Contract Documents, the Contractor shall notify the Owner in writing as to when materials and equipment are required on the project site in sufficient time to avoid delay in the Work.

§3.4.5 The Contractor shall employ labor on the Project or in connection with the Work, capable of working harmoniously with all trade crafts and any other individuals associated with the Project. The Contractor shall also use its best efforts and implement policies and practices to minimize the likelihood of any strike, work stoppage or other labor disturbance. Except as specifically provided in this Agreement, Contractor shall not be entitled to any adjustment in the Contract sum or Contract time and shall be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes, or strikes by the work force of or provided by Contractor or its Subcontractors.

§3.5 WARRANTY

§3.5 Add the following sentence at the end of Section 3.5:

The Contractor agrees to assign to the Owner at time of Final Completion of the Work, any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such a manner so as to preserve any and all such warranties.

§3.8 ALLOWANCES

§3.8.3 Make the following change to Section 3.8.3:

§3.8.3 Delete "with reasonable promptness" and insert "in sufficient time to avoid delay in the Work."

Add the following Section to 3.8:

§3.8.4 The Contractor shall promptly submit to the Owner an itemized account of any expenditure by the Contractor of the Contract allowance in sufficient detail to allow the Owner to properly account for such expenditure.

§3.9 SUPERINTENDENT/PROJECT MANAGER

§3.9.1 Add the following sentence to the end of Section 3.9.1:

The Contractor may also employ a competent project manager.

§3.9.2 Make the following changes to Section 3.9.2:

In the first sentence, add "and project manager, if applicable" after "superintendent." In the second sentence, add "or project manager, if applicable," after "superintendent."

§3.9.3 Make the following changes to Section 3.9.3:

In the first sentence, add "or project manager, if applicable," after "superintendent." In the second sentence, add "or project manager, if applicable," after "superintendent."

§3.9 Add the following Section to 3.9:

§3.9.4 The Owner shall have the right, at any time, to direct a change in the Contractor's representatives if their performance is deemed unsatisfactory.

§3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§3.10.1 Make the following changes to Section 3.10.1:

In the first sentence, delete the word "promptly" and substitute "by the earliest reasonable date".

Add the following sentence to the end of Section 3.10.1: "The Contractor shall submit an updated construction schedule with each payment application, unless waived by the Owner."

Add the following Sections to 3.10:

§3.10.4 At any time after the first thirty (30) days of the Contract Time, if it is found that the project is two (2) weeks or more behind schedule, beyond approved time extensions, or if at any time during

the last thirty (30) days of the scheduled Contract Time the Contractor is one (1) week or more behind schedule, the Contractor shall immediately submit a plan to the Owner describing how the Work will be placed back on schedule within the remaining Contract Time.

§3.10.5 If the Owner and the Architect determine that the performance of the Work during any stage of the construction schedule last approved by the Owner has not progressed or reached the level of completion required by the Contract Documents, the Owner will have the right to order the Contractor to take corrective measures (hereinafter referred to collectively as Extraordinary Measures) necessary to expedite the progress of the Work, including, without limitation: (1) working additional shifts or overtime; (2) supplying additional manpower, equipment and facilities; and (3) other similar measures. Such Extraordinary Measures shall continue until the progress of the Work complies with the last approved construction schedule. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule after allowing for approved extensions of Contract Time as provided elsewhere in this Agreement. The Contractor is not entitled to an adjustment in the Contract Sum in connection with any Extraordinary Measures required by the Owner. The Owner may exercise its rights under this Section as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with the construction schedule.

§3.11 DOCUMENTS AND SAMPLES AT THE SITE

§3.11 Insert the following sentence at the end of Section 3.11:

The Contractor's compliance with this Section 3.11 shall be a condition precedent to any obligation of the Owner to make Final Payment pursuant to this Agreement.

§3.15 CLEANING UP

§3.15.2 Delete Section 3.15.2 in its entirety and substitute the following:

§3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and may withhold such reasonable costs as necessary for the fulfillment of the Contractor's obligation under this Section 3.15. If the reasonable costs of such cleaning exceed the Contract Sum then due the Contractor, the Contractor shall reimburse the Owner the difference within thirty (30) consecutive calendar days of the Owner's written request.

Any materials, tools, supplies, or other personal property left by the Contractor shall be deemed abandoned property and the Owner shall have no obligation to hold or store the property on behalf of Contractor and may dispose of the abandoned property as if it were property of the State of West Virginia. Provided however, that prior to treating property as abandoned and disposing of it, Owner must first provide Contractor with 10 days notice of its intent to do so. If any materials, tools, supplies or other personal property belong to a subcontractor, then Contractor is obligated to communicate this notice to its subcontractor immediately.

§3.15 Add the following Section to 3.15:

§3.15.3 In order to achieve Substantial Completion, as defined by Section 9.8, for any portion of the Work, the Contractor must have the area where the Work is located fully cleaned and all materials and/or debris removed from site. The Certificate of Substantial Completion will not be issued until the Contractor has met this obligation.

ARTICLE 4
ARCHITECT

§4.1 GENERAL

§4.2 ADMINISTRATION OF THE CONTRACT

§4.2 Make the following changes to Section 4.2:

§4.2.1 In the first sentence of Section 4.2.1 after the word Architect add ", unless otherwise indicated by the Owner,".

§4.2.2 In the first sentence of Section 4.2.2 strike the word "generally."

§4.2.3 In the first sentence of Section 4.2.3 strike the word "reasonably."

§4.2.5 Add the following sentence at the end of Section 4.2.5:

The Architect upon receipt of an Application for Payment from the Contractor shall either review and certify such amounts due for payment or return such Application for Payment to the Contractor for correction(s) within five (5) consecutive business days of receipt.

§4.2.7 Delete the first sentence of Section 4.2.7 and substitute the following:

The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents.

Modify the second to last sentence by removing it in its entirety and replacing it with the following: The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures, unless the Architect has established the required construction means, methods, techniques, sequences, or procedures, or the Contract Documents require such approval.

§4.2.8 Make the following change to Section 4.2.8:

In the first sentence, after the word Architect add ", in consultation with the Owner,".

ARTICLE 5
SUBCONTRACTORS

§5.2 Award of Subcontracts and Other Contracts for Portions of Work

§5.2.1 Add the following sentence to Section 5.2.1.

This provision in no way limits the Contractor's legal obligations to report subcontractors and labor/material suppliers under W. Va. Code § 5-22-1(f) and obtain approval under W. Va. Code § 5-22-1(g) prior to any subcontractor substitution.

§5.4 Contingent Assignment of Subcontracts: This section is removed in its entirety and replaced with the following:

§5.4 Emergency Contracts with Subcontractors:

In the event that the general contractor fails to fulfill its contractual obligations and the performance bond has failed to provide an adequate remedy, Owner has the right to execute emergency contracts with subcontractors to ensure continuation of the work, provided that doing so is in compliance with the laws, rules, and procedures governing emergency contracting authority for Owner, and the emergency contract terms comply with all other applicable laws, rules, and procedures.

ARTICLE 7
CHANGES IN THE WORK

§7.1 General

§7.1.2. In Section 7.1.2. remove the word "alone" and insert "with approval by the Owner."

§7.2 CHANGE ORDERS

§7.2 Add the following Section to 7.2:

§7.2.2 A written Change Order as defined under 7.2.1 above constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to general conditions, all direct or indirect costs associated with such change and any and all adjustment to the Contract Sum and Contract Time. The parties also understand and agree that if Owner is a state agency, change orders may require approval by entities in addition to Owner. Those entities may include, but are not limited to, the West Virginia Purchasing Division, and the West Virginia Attorney General's Office. Owner and Contractor must discuss the change order approval requirements prior to executing this agreement.

Add the following section to § 7.2

§7.2.3. Allowance for Overhead and Profit: Contractor's overhead and profit for a change order issued under this Article included in the total cost to the Owner shall not exceed based on the following schedule:

.1 For the Contractor, for any Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, ten percent (10%) of the amount due the Subcontractor.

.3 For each Subcontractor or Sub-Subcontractor involved, for any Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost.

.4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, ten percent (10%) of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7. Estimated labor hours shall include hours only for those workmen and working foremen directly involved in performing the Change Order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the allowance for Overhead and Profit. Hand tools are defined as equipment with a value of $1,000 or less. For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing Change Order proposals shall be not more than the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the Change Order work.

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, material, equipment and Subcontractors. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable.) Where major cost items are Subcontracts, they shall also be itemized as prescribed above. In no case will a change involving over $10,000 be approved without such an itemization.

.7 Local Business and Occupation Taxes, if applicable, shall be calculated on the cost of the Work, overhead and profit..

.8 Overhead and profit shall not be calculated on changes in the Work involving unit prices. Unit prices are to have overhead and profit included in the price quoted.

.9 Under no circumstances is Contractor permitted to charge for the passage of time (often referred to as general conditions or winter conditions) without an identified, itemized, and concretely provable cost borne by Contractor. Contractor has a duty to mitigate costs during a delay period to the fullest extent possible and Contractor will not be paid for costs that could have been mitigated. Calculating a daily delay rate without properly identifying, itemizing, and proving actual, unmitigateable costs, is prohibited. Contractor understands and accepts that it has the responsibility to prove that costs could not be mitigated prior to submitting a request for payment.

§7.3 CONSTRUCTION CHANGE DIRECTIVES

§7.3.4 Make the following change in Section 7.3.4:

In the fourth line of the first sentence, delete the words "an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount" and substitute "an allowance for overhead and profit in accordance with clauses 7.3.11.1 through 7.3.11.9 below."

§7.3.7 Delete the word "recorded" and replace it with "processed".

§7.3.9 Delete Section 7.3.9 in its entirety and substitute the following:

§7.3.9 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 Applications for Payment provided these amounts have been added to the Contract by Change Order and a purchase order has been issued for the Change Order.

§7.3.10 Add the following sentence to the end of Section 7.3.10:

The Parties will utilize their best efforts to issue a change order within 60 days of agreement being reached, but failure to do so will not give rise to grounds for contract cancellation, penalties, or any other cause of action.

Add the following Section to 7.3:

§7.3.11 In Section 7.3.7, the allowance for overhead and profit for a change directive issued under this Article included in the total cost to the Owner shall not exceed the following schedule:

.1 For the Contractor, for any Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, ten percent (10%) of the amount due the Subcontractor.

.3 For each Subcontractor or Sub-Subcontractor involved, for any Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost.

.4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, ten percent (10%) of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7. Estimated labor hours shall include hours only for those workmen and working foremen directly involved in performing the Change Order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the allowance for Overhead and Profit. Hand tools are defined as equipment with a value of $1,000 or less. For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing Change Order proposals shall be not more than the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the Change Order work.

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, material, equipment and Subcontractors. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable.) Where major cost items are Subcontracts, they shall also be itemized as prescribed above. In no case will a change involving over $10,000 be approved without such an itemization.

.7 Local Business and Occupation Taxes, if applicable, shall be calculated on the cost of the Work, overhead and profit.

.8 Overhead and profit shall not be calculated on changes in the Work involving unit prices. Unit prices are to have overhead and profit included in the price quoted.

.9 Under no circumstances is Contractor permitted to charge for the passage of time (often referred to as general conditions or winter conditions) without an identified, itemized, and concretely provable cost borne by Contractor. Contractor has a duty to mitigate costs during a delay period to the fullest extent possible and Contractor will not be paid for costs that could have been mitigated. Calculating a daily delay rate

without properly identifying, itemizing, and proving actual, unmitigateable costs, is prohibited. Contractor understands and accepts that it has the responsibility to prove that costs could not be mitigated prior to submitting a request for payment.

§7.4 Minor Changes in Work. Insert the following sentence at the end of section 7.4:

"Contractor may request that Architect provide written confirmation that Owner has agreed to the minor change, and if requested, Architect will provide it."

ARTICLE 8
TIME

§8.3 DELAYS AND EXTENSIONS OF TIME

§8.3.1 In the first sentence, delete "unusual delay in deliveries," and add "unmitigatable costs attributable to" before the words "adverse weather conditions."

ARTICLE 9
PAYMENTS AND COMPLETION

§9.1 Contract Sum

§9.1.2 Add the following sentence to the end of section 9.1.2:

"Any equitable adjustment of unit prices must be processed as a change order to the contract"

§9.2 SCHEDULE OF VALUES

§9.2 Make the following changes to Section 9.2:

In the first sentence add "and the Owner" after the first reference to the Architect. In the second sentence add "or the Owner" after Architect. Remove the last sentence in its entirety and replace it with the following:

"Any changes to the schedule of values shall be submitted to the Architect and the Owner and supported by such data to substantiate its accuracy as the Architect or owner may require. This schedule, unless objected to by the Architect or the Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment."

§9.3 APPLICATIONS FOR PAYMENT

§9.3 Make the following changes to Section 9.3:

§9.3.1 In the first sentence add "and the Owner" after the first reference to the Architect and add "and other required documents" after the words "schedule of values."

§9.3.1.1 Delete clause 9.3.1.1 in its entirety and substitute the following:

§9.3.1.1 Such applications may include requests for payment on account of changes in the Work authorized by Construction Change Directives and Change Orders only after a purchase order has been issued for the Work affected.

§9.3.1 Add the following clauses to Section 9.3.1:

§9.3.1.3 Until the Work is fifty percent (50%) complete, the Owner will withhold as retainage 10% of the amount due the Contractor on account of progress payments. At the time the Work is fifty percent (50%) complete and thereafter, if the manner of completion of the Work and its progress are and remain satisfactory to the Owner and Architect, and in the absence of other good and sufficient reasons, the Architect will, on presentation by the Contractor of Consent of Surety, authorize any remaining partial payments to be paid in full.

§9.3.1.4 The full Contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Owner and Architect, if the Surety withholds its consent, or for other good and sufficient reasons.

§9.4 CERTIFICATES FOR PAYMENT

§9.4.1 After the phrase "in the full amount of the Application for Payment," insert the phrase "less any retainage withheld pursuant to section 9.3.1.3,".

§9.6 PROGRESS PAYMENTS

§9.6.7 Delete Section 9.6.7 in its entirety.

§9.6.8 Delete Section 9.6.8 in its entirety.

§9.7 FAILURE OF PAYMENT

§9.7 Make the following changes in Section 9.7:

In line two, change "seven days" to "sixty days." In line four, delete "binding dispute resolution" and substitute "the West Virginia Claims Commission"

§9.8 SUBSTANTIAL COMPLETION

§9.8.3 Add the following clause to Section 9.8.3:

If Architect is required to perform more than one inspection under this subsection, Contractor shall be responsible for paying the Owner for the cost of the additional inspection, which will be paid by Owner to Architect, at the hourly rate established in the contract between Owner and Architect.

§9.8.5 Add the following clause to Section 9.8.5:

§9.8.5.1 The payment of retainage shall be sufficient to increase the total payments to ninety-five percent (95%) for the Work or designated portion thereof being accepted as Substantially Complete, less any amounts as the Architect shall determine for any Work that is not complete, not in accordance with the Contract Documents, or for unsettled claims.

§9.10 FINAL COMPLETION AND FINAL PAYMENT

§9.10.1 Add the following to the end of Section 9.10.1:

If Architect is required to perform more than one inspection under this subsection, Contractor shall be responsible for paying the Owner for the cost of the additional inspection, which will be paid by Owner to Architect, at the hourly rate established in the contract between Owner and Architect.

§9.10.2 Make the following changes in Section 9.10.2:

In the first sentence, delete "for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner)."

Add the following clause to Section 9.10.2:

§9.10.2.1 Before final payment is due the Contractor, all applicable State and local taxes must be paid. If requested by the Owner, the Contractor shall present evidence that payment or satisfaction of all such tax obligations has been made.

§9.10.3 Add the following clause to Section 9.10.3:

9.10.3.1 Unless and to the extent final completion is delayed through no fault of the Contractor as provided in Section 9.10.3, the Owner shall be under no obligation to increase payments above ninety-five percent (95%) until final completion of the Work is Certified by the Architect.

§9.10.4 Make the following changes in Section 9.10.4:

In the first sentence, delete the word "the" and replace it with "Unless and until the Contractor makes a subsequent Claim against the Owner, the".

Add the following as the last sentence. "Neither the Owner's offer of a final payment nor its acceptance by the Contractor shall legally prevent or limit the Owner's right to assert any and all counterclaims in litigation filed by the Contractor as allowed in section 15.1.8."

Add the following Sections to Article 9:

§9.11 LIQUIDATED DAMAGES

§9.11.1 The Owner will suffer financial loss if the Work is not Substantially Complete within the Contract Time as defined in Article 8, and if final completion is not achieved within the specified time frame following Substantial Completion. As liquidated damages, and not as a penalty, the Contractor and the Contractor's surety shall be liable for and shall pay the Owner the sum(s) stated in this Agreement and/or purchase order.

§9.11.2 Allowances may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and also for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of Contract Time must be properly documented in accordance with Section 15.1.5 by the Contractor and must be made within the time limits stated in Section 15.1.2.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

§10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

§10.2.8 Make the following changes to Section 10.2.8:

In the first sentence, delete "within a reasonable time not exceeding 21 days" and substitute "immediately".

§10.3 HAZARDOUS MATERIALS

§10.3.3 Delete Section 10.3.3 in its entirety.

ARTICLE 11
INSURANCE AND BONDS

§11.1 CONTRACTOR'S LIABILITY INSURANCE

§11.1.2 Add the following to the end of §11.1.2.

At a minimum the Contract shall provide, at the Contractor's Expense:

§11.1.2.1. a Performance Bond and a Labor and Material Payment Bond for 100% of the Contract Sum and, if applicable, a two-year roofing Maintenance Bond for the full value of the roofing system.

§11.1.2.2 An attorney-in-fact who executes the bonds on behalf of the surety shall affix thereto a certified and current copy of power of attorney.

§11.1.2.3 The bonds shall be issued on State of West Virginia forms. The Contractor shall deliver the required bonds and all other contract documents to the Owner not later than 15 days following receipt of the Owner's notice of intent to award a Contract.

§11.2 Owner's Insurance Delete section 11.2 in its entirety.

§11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

§11.4 Section 11.4 is deleted in its entirety.

§11.5.1 Make the following changes in Section 11.5.1:

In the first sentence, substitute "Contractor" for "Owner" each time the latter word appears.

§11.5.2 Delete Section 11.5.2 in its entirety and substitute the following:

§11.5.2 Prior to settlement of insured loss, the Contractor shall notify the parties of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The parties shall have 14 days from the receipt of notice to object. If no objection is made, the Contractor shall proceed as proposed and allocate the settlement accordingly. If such objection is made, the dispute shall be resolved as provided in Section 15.4. The Contractor, in that case, shall make settlement with insurers in accordance with directions of the Court. If distribution of the insurance proceeds as directed by the Court is required, the Court will direct such distribution. Any work to repair the damage will be incorporated into the contract as a change order.

ARTICLE 13
MISCELLANEOUS PROVISIONS

§13.4 TESTS AND INSPECTIONS

§13.4.1 Remove the phrase "so require" and insert in its place "prohibit delegation of the test to Contractor"

§13.6 INTEREST

§13.6 Delete Section 13.5 in its entirety and substitute the following:

Notwithstanding any other provision in the Contract Documents, West Virginia Code does not authorize the payment of interest on late payments. Accordingly, interest charges for late payment are prohibited.

Add the following Sections to Article 13:

§13.6 WORKERS COMPENSATION

The Contractor shall provide proof of compliance with West Virginia Worker's Compensation laws and regulations.

§13.7 CONTRACTOR'S LICENSE

§13.7.1 West Virginia Code §21-11-2 requires that all persons desiring to perform contractual work in West Virginia shall be duly licensed. The West Virginia Contractor's Licensing Board is empowered to issue a contractor's license.

§13.7.2 West Virginia Code §21-11-11 requires any prospective Bidder to include the Bidder's contractor's license number on its Bid. The successful Bidder will be required to furnish a copy of its contractor's license in a classification appropriate to the Work prior to issuance of a purchase order/contract.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

§14.1 TERMINATION BY THE CONTRACTOR

§14.1.1 Make the following changes in Section 14.1.1:

At the end of clause 14.1.1.3 delete "; or" and insert a period.

Delete clause 14.1.1.4 in its entirety.

§14.1.3 Delete Section 14.1.3 in its entirety and substitute the following:

§14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exist, the Contractor may, upon seven days written notice to the Owner and Architect, terminate the Contract. In such event, the Contractor shall be paid for all Work performed in accordance with the Contract Documents, for reasonable and proven termination expenses and a reasonable allowance for overhead and profit. However, such payment, exclusive of termination expenses, shall not exceed the Contract Sum as reduced by other payments made to the Contractor and further reduced by the value of Work as yet not completed. The Contractor shall be entitled to reasonable overhead, but not profit, on Work not performed.

§14.2 TERMINATION BY THE OWNER FOR CAUSE

§14.2.4 Delete Section 14.2.4 in its entirety and substitute the following:

§14.2.4 If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other

damages incurred by the Owner and not expressly waived, such excess shall not be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Owner shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§14.4.1 Delete Section 14.4.1 in its entirety and substitute the following:

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

§14.4.3 Delete Section 14.4.3 in its entirety and substitute the following:

§14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in Section 14.1.3 above.

Add the following Section to Article 14:

§14.5 FISCAL YEAR FUNDING

§14.5 Work performed under this Contract is to continue in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this Work. In the event funds are not appropriated for this Work, this Contract becomes of no effect and is null and void after June 30.

ARTICLE 15
CLAIMS AND DISPUTES

§15.1 Claims

§15.1.2 TIME LIMITS ON CLAIMS

§15.1.2 Delete Section 15.1.2 in its entirety and substitute the following:

Any applicable statute of limitations shall be in accordance with West Virginia Code.

§15.1.3 **NOTICE OF CLAIMS** Add the following to § 15.1.3:

§15.1.3.3 All claims, and notice of claims that require an increase in contract time, contract scope, or contract sum must be made in writing.

§ 15.1.8 is added to the Contract as follows:

§ 15.1.8 Counterclaims – In the event that Contractor makes a claim, Owner reserves the right to make a counterclaim and will not be barred from doing so even if final payment has been made.

§15.2 INITIAL DECISION

§15.2.1 In the third sentence of Section 15.2.1 , insert "or litigation" following the word "mediation" and remove the phrase "binding dispute resolution" and replace it with "or litigation".

§15.2.5 Delete the last sentence in Section 15.2.5 and substitute the following:

Approval or rejection of a claim by the Initial Decision Maker shall be final and binding on the parties unless it is pursued further by either party in accordance with Section 15.2.6.

§15.2.6 Make the following change to clause 15.2.6.1:

In the last sentence, delete "or pursue binding dispute resolution proceedings."

§15.2.8 Delete Section 15.2.8 in its entirety.

§15.3 MEDIATION

§15.3.1 Delete "binding dispute resolution" and substitute "litigation in a court of competent jurisdiction."

§15.3.2 Delete Section 15.3.2 in its entirety and substitute the following:

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

§ 15.3.3 Remove section 15.3.3 in its entirety

§15.4 ARBITRATION

§15.4 Delete Section 15.4 in its entirety and substitute the following:

§15.4 SETTLEMENT OF CLAIMS

§15.4.1 The Constitution of West Virginia grants the State sovereign immunity from any and all Claims against the public treasury. This immunity applies and is extended to all agencies of the State, including the Owner. It shall be in full force and effect as it relates to this Contract. The West Virginia Legislature, recognizing that certain Claims against the State may constitute a moral obligation of the State and should be heard, has established the West Virginia Claims Commission for this purpose. The Parties understand that this sovereign immunity and the Constitution of the

State of West Virginia prohibit the State and Owner, from entering into binding arbitration. Notwithstanding any provision to the contrary in the Contract Documents, all references to arbitration, regardless of whether they are included in the AIA Document A201-2017 or another related document are hereby deleted and all Claims of the Contractor for monetary relief, and only of the Contractor, arising out of or related to this Contract shall be decided by the West Virginia Claims Commission. The following Sections have been rewritten to bring them into conformance with the foregoing.

§15.4.2 Claims by the Owner may be brought against the Contractor in the Circuit Court of Kanawha County, West Virginia, or in any other court that has jurisdiction, as the Owner may elect.

§15.4.3 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 15.1.6, 9.10.4 and 9.10.5, shall, within 30 days after submission of the decision by the Initial Decision Maker, be settled for the Contractor by the West Virginia Claims Commission or, for the Owner, by the Circuit Court of Kanawha County or any other court of jurisdiction as the Owner may elect.

§15.4.4 Notice of such action shall be filed in writing with the other party to the Contract, and a copy of such notice shall be filed with the Initial Decision Maker and the Architect, if applicable.

§15.4.5 During court proceedings, the Owner and the Contractor shall comply with Section 15.1.3.

§15.4.6 Claims shall be made within the time limits specified in Section 15.2.6.1.

§15.4.7 The party filing a Claim must assert in the demand all Claims then known to that party on which action is permitted.

Add the following Article:

ARTICLE 16
EQUAL OPPORTUNITY

§16.1 COMPLIANCE WITH REGULATIONS UNDER TITLE VI OF THE FEDERAL CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 65-2 BY THE GOVERNOR OF WEST VIRGINIA DATED DECEMBER 15, 1965

§16.1.1 The Contractor agrees that it will comply with Title VI of the Federal Civil Rights Act of 1964 (P.L. 88352) and the regulations of the State of West Virginia, to the end that no person in the State, or in the United States, shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity for which the Contractor receives any recompense or other consideration of value, either directly or indirectly from the State; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

§16.1.2 If any real property or structure thereon is provided or improved, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which any State payment is extended or for another purpose involving the provision of similar services or benefits. If any other goods or services are so provided, this assurance shall obligate the Contractor for the period during which it supplies such goods or services.

§16.1.3 The Contractor recognizes and agrees that such right to provide property, goods or services to the State will be extended in reliance on the representations and agreements made in assurance, and that the State shall have the right to seek judicial enforcement of this assurance. This is binding on the Contractor, its successors, transferee, and assignee, or any authorized person on behalf of the Contractor.

END OF SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT A201-2017

Any provisions of the Contract Documents that conflict with these Supplementary Conditions shall be null and void unless they have been approved in writing by the applicable State purchasing officer and the Attorney General, and are clearly identified as such in the bid documents.

The Owner and Contractor hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, the Owner and Contractor have entered into this Agreement as of the effective date as stated in the A101-2017 (when utilized) or other Contract Documents.

Owner:		Contractor:	
By:	James R Jones	By:	
Title:	Procurement Administrator	Title:	Donald O. Gatewood, President SQP Construction Group, Inc. Project: North Stair Repair
Date:	3/10/2022	Date:	3/09/2022

This Supplementary Conditions to AIA Document A201-2017, General Conditions of the Contract for Construction, has been approved as to form on this 20th day of February, 2019, by the West Virginia Attorney General's office as indicated in the signature line below. Any modification of this document is void unless expressly approved in writing by the West Virginia Attorney General's Office.

PATRICK MORRISEY, ATTORNEY GENERAL

BY: _____

DEPUTY ATTORNEY GENERAL

Project Manual

for

The West Virginia State Capitol
North Stair Repair Project

Procurement Folder: 965369

Prepared for:

West Virginia Department of Administration
General Services Division
112 California Avenue, 5th Floor
Charleston, WV 25305

Prepared by:

WDP & Associates Consulting Engineers, Inc.
335 Greenbrier Drive, Suite 205
Charlottesville, VA 22901

Construction Documents
November 22, 2021

DESIGNER OF RECORD PROFESSIONAL SEAL

Rex A. Cyphers, P.E.
WDP & Associates Consulting Engineers, Inc.
335 Greenbrier Drive, Suite 205
Charlottesville, VA 22901

Seal Engineer of Record

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GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01. RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), State of West Virginia Supplementary Conditions to the Standard Form of Agreement Between Owner and Contractor (AIA A201-2017), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02. SUMMARY

A. This section includes the following subjects:

1. Owner's Representative
2. Published Regulations
3. Conflicts or Discrepancies
4. Specification and Drawing Conventions

1.03. RELATED SECTIONS

A. All Division 01 Specifications.

1.04. OWNER'S REPRESENTATIVE

A. General: The "Owner" for the Project is the State of West Virginia, Department of Administration, General Services Division (GSD).

B. The terms "GSD", "State", "State of West Virginia", and "Agency" used throughout the Contract Documents shall be synonymous with "Owner".

C. The GSD may assign a Project Manager as the Owner's on-site representative for the construction phase to serve the following functions:

1. Coordinate all construction phase consultants of the Owner;
2. Coordinate other Consultant, Engineer, and Contractor communications;
3. Expedite resolution of all conflicts;
4. Perform additional quality assurance oversight (such as inspection, verification, acceptance, rejection); and
5. Perform other administrative oversight.

D. The GSD's Project Manager shall be provided copies of all written decisions and notices to the Contractor as well as information and notices from the Contractor. All activities not specifically required to be performed by the Engineer may be performed by the GSD Project Manager.

E. The GSD Project Manager, the Engineer, and any consultants may inspect the

Contractor's Work at all necessary stages on behalf of the GSD. Inspections may be performed at layout, demolition and preparation, placement and curing, and final cleaning phases of the Work. These inspections do not replace or alter the requirements of the Contractor's quality control procedures as specified in Section 01 40 00 – "Quality Requirements."

F. The GSD may also delegate from the Engineer to any selected consultants certain inspection, verification, acceptance, rejection, and administrative duties and authority. The GSD shall provide the Contractor and the Engineer information in writing defining the limits of the selected consultants' authority.

1.05. CONFLICTS OR DISCREPANCIES

A. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. State of West Virginia Supplemental General Conditions to Standard Form of Agreement Between Owner and Contractor.
2. The General Conditions of the Contract for Construction.
3. Addenda, with those of later date having precedence over those of earlier date.
4. The Centralized Request for Quotations
5. Division 01 of the Specifications.
6. Drawings.

B. In the case of conflicts or discrepancies between Drawings and Specifications or within either Document not clarified by Addendum, the Engineer will determine which takes precedence.

1.06. SPECIFICATION AND DRAWING CONVENTIONS

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

1. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
2. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

B. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail on the Technical Specifications that are incorporated at the beginning of the Drawing package. 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 Technical Specifications on the Drawings.
2. Abbreviations: Materials and products are identified by abbreviation scheduled on the Drawings.

PART 2 - PRODUCTS
NOT USED.

PART 3 - EXECUTION
NOT USED.

END OF SECTION 01 00 00

SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.01. RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), State of West Virginia Supplementary Conditions to the Standard Form of Agreement Between Owner and Contractor (AIA A201-2017), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02. SUMMARY

A. This Section includes the following:

(a) Project Information

(b) Work covered by Contract Documents

(c) Phased Construction

(d) Background Information

(e) Type of Contract

(f) Work Covered by the Contract Documents

(g) Work Not in Contract

(h) Contractor's Responsibilities

(i) Work Restrictions and Use of Site

(j) Work Sequence and Phasing

(k) Protection

1.03. RELATED SECTIONS

A. Section 01 14 00 - "Work Restrictions & Use of Site"

B. Section 01 32 13 - "Scheduling of Work"

C. Section 01 40 00 - "Quality Requirements"

D. Section 01 50 00 - "Temporary Facilities and Controls"

E. Section 01 56 00 - "Temporary Barriers and Enclosures"

1.04. PROJECT INFORMATION

A. Project Name: West Virginia State Capitol Building North Stair Repair Project

B. Project Location:

1. West Virginia State Capitol Building
   1900 Kanawha Boulevard East, Building No. 1
   Charleston, West Virginia 25305

C. Procurement Folder Number: 965369

D. Owner: State of West Virginia, Department of Administration, General Services Division (GSD).

   (a) Owner's Representative: Aaron Armstrong, Construction Project Manager

   (b) Mailing Address: 112 California Avenue, Charleston, West Virginia 25305

E. Engineer of Record: WDP & Associates Consulting Engineers, Inc. (WDP)

   (a) Engineer's Representative: Rex Cyphers, P.E., Principal

   (b) Mailing Address: 335 Greenbrier Drive, Suite 205, Charlottesville, Virginia 22901

F. Project Web Site: A project Web site administered by Contractor shall be used for purposes of managing communication and documents during the construction stage.

   1. See Section 013100 "Project Management and Coordination" for requirements for establishing, administering, and using the Project Web site.

1.05. PROJECT BACKGROUND

A. The West Virginia State Capitol Building was built over an eight-year period, completing construction on June 20, 1932. The building's main entrance at the north portico is accessed by a monumental stair constructed of brick masonry, structural steel, and reinforced concrete and cladded with limestone stair treads and panels. The space beneath the upper stair flight contains occupied space that has been converted to a Reading Room for the state legislature.

B. In March of 2021, a section of concrete from the bottom side of the concrete slab spalled off and fell into the room. The State issued an Emergency Purchase Order to investigate the area under the slab for other areas of possible failure. The investigation determined that the spalling concrete was caused by corrosion of reinforcing bars within the concrete resulting from water infiltration into the concrete. During the investigation, additional areas of corroded reinforcement and delaminated concrete were found, as well as evident of corrosion at the concrete-encased structural steel beams. Additional areas of water infiltration through the stair into the building interior and beneath the platform were also observed.

C. Based on the results of the investigation, the GSD has selected to selectively remove the concrete stair slab to permit further inspection and repairs of the embedded structural steel members, install new reinforced concrete slabs, and remove and replace failing waterproofing materials. The repairs will require the selective removal, salvage, and reinstallation of the historic cladding elements from the stairs.

D. Due to the number of concealed and unknown conditions, the repair project will be divided into two phases with each phase being awarded as a separate contract.

1. The work for this project will be the first of two phases, which will generally include the temporary protection and access; selective demolition; material storage; and contractor assistance for additional investigative work.
2. The second phase will generally include repairs to the stair structure, installation of new waterproofing assembly, historic treatment of historic finishes, reinstallation of claddings, and restoration of the site and will be competitively bid as a part of a new solicitation after the completion of this project.

1.06. WORK COVERED BY CONTRACT DOCUMENTS

A. The Scope of Work for this project defined by the Contract Documents generally comprises the following:

1. Erection of construction barriers, shoring, temporary facilities and controls, temporary access drives, temporary protection and enclosures; construction of temporary access drives; and installation of all required signage as necessary to maintain occupant access and egress during the work as shown in the Drawings and as required by Code. These temporary elements will be maintained from erection until they are transferred to the Contractor awarded the Phase-2 project.
2. Storage of materials and equipment in designated areas to maintain access for building occupants and prevent impact on occupants or building activities.
3. Measures to ensure occupant and worker safety is held paramount through the entire duration of the Work
4. Complete erection of independent temporary weather enclosure structure to completely cover the area of work as shown in the Drawings.
5. Selective demolition of elements within the interior spaces beneath the stair, including selective removal of architectural finishes and MEP components.
6. Cataloging, removal, organization, and storage of stone cladding pieces on site, including stair treads, caps, cornices, and panels.
7. Removal of existing pavers. Indicated pavers shall be salvaged and stored on site.
8. Selective demolition of suspended reinforced concrete stair slabs.
9. Selective demolition of concrete encasements from structural steel members.
10. Disposal of discarded and waste materials off site.
11. Providing assistance and access to Engineer to perform additional investigation work to as concealed conditions are uncovered.

B. Type of Contract:

1. Project will be constructed under a lump sum general construction contract.

1.07. WORK NOT IN CONTRACT

A. In preparing the Contract Documents, certain items, which are not included in the Contract, are shown in order to clarify the relative locations of elements within the Work as well as demonstrate other functions of elements within the Work. Generally, adjacent existing elements have been shown to assist or to explain the placing of

connections or adjacent work. These items are generally noted to remain.

(a) Any item or Work shown on the Contract Documents shall be considered a part of the Contract unless it is clearly noted “not-in-contract (N.I.C.).”

(b) Where preparatory work requires mechanical, electrical, or plumbing connection lines or where permanent installation is required by any item of work, whether or not noted "N.I.C.", such preparatory work, connection lines or permanent installation is included in the Contract.

B. Hazardous Material Abatement: Removal of hazardous materials as outlined in Section 01 35 43, “Environmental Procedures” are not included in the Contract. Should hazardous materials be uncovered during the execution of the work, adjustments to the Contract can be evaluated prior to commencement of the work.

(a) Although removal of hazardous materials is not anticipated, measures to protect existing hazardous materials within the work area are required as part of the Contract Documents.

(b) Caution should be used when working around materials known to contain hazardous materials. If disturbance of hazardous materials occurs at the fault of the Contractor, abatement will be the responsibility of the Contractor.

1.08. WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

B. Concurrent Work: The following are known separate contracts that will coincide with the Work outlined herein. If other contracts become known during the time of construction, the GSD will notify the Contractor as information becomes available.

1. Campus Lighting Project: A campus lighting project began in the 2020 calendar year and is ongoing. Depending on the progress of the project, coordination may be required to permit access to portions of the Contractor Laydown Area.

C. Future Work: The Owner will award a separate contract for the following additional work to be performed at site following Substantial Completion. Completion of that work will depend on the successful completion of preparatory work under this Contract.

1. North Stair Repair Project, Phase 2: The second phase of the north stair repair project is anticipated to begin approximately two months after Substantial Completion of this project. The second-phase project will occupy the same areas and use the same temporary facilities that are used in the phase-one project. See Section 01 77 00, “Closeout Procedure,” for additional coordination requirements.

1.09. CONTRACTOR'S RESPONSIBILITIES

A. The Contractor shall furnish all labor and materials not otherwise specified and have entire charge of the construction operations, including all subdivisions thereof, and shall be solely responsible for the execution of the work in its entirety, whether sublet

or executed by the Contractor's own organization.

B. Except as specifically noted, Contractor shall provide and pay for the following:

(a) Labor, materials, and equipment.

(b) Tools, construction equipment, and machinery.

(c) Other facilities and services necessary for proper execution and completion of work, including all access, pedestrian protection, and egress signage.

(d) All legally required sales, consumer, and any usage taxes.

(e) Any cost associated with giving all required notices.

C. Contractor shall comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on the performance of work.

D. Contractor shall promptly submit written notice to the Engineer of any observed variance of the Contract Documents from legal requirements. It is not the Contractor's responsibility to make certain that the Drawings comply with codes and regulations:

(a) The Contract Documents will be modified to make the necessary changes.

(b) The Contractor shall assume responsibility for work known to be contrary to such requirements and performed without such notice.

E. Contractor shall enforce strict discipline and good order among employees. Contractor shall not employ persons unskilled in their assigned tasks.

F. Contractor shall pay for all laboratory and field testing except for those tests specifically indicated that will be at the GSD’s expense.

G. Contractor shall ensure a safe working environment is provided meeting all local, State, and Federal requirements and OSHA regulations.

H. The Contractor and each Subcontractor shall be responsible for the proper coordination of work and understanding of the items of work which connect with or are dependent upon the work of other trades.

1.10. WORK RESTRICTIONS AND USE OF SITE

A. Refer to Section 01 14 00, “Work Restrictions & Use of Site” for more specific requirements.

B. The State Capitol Building, as well as adjacent buildings, grounds, and parking lots not included in the Work, will be occupied throughout the day and night hours during the entire period of construction. The nature of activities at the Capitol Building is such that there must be the least possible disturbance to occupants as well as occupants within adjacent buildings from the Contractor. The work is to be performed at such times, as directed, so as not to disturb the building occupants or their access to buildings that will remain open.

(a) Unnecessary noises shall be avoided at all times and unavoidable noises shall be reduced to a minimum so as to constitute the least disruption to the operations conducted in the adjacent occupied areas.

C. Driveways, walkways, and entrances: Keep driveways, loading areas, and entrances serving the premises clear and available to the building occupants and emergency vehicles at all times.

(a) The existing parking spaces serving the premises shall be kept clear and available to the building occupants at all times except for the spaces designated for the Contractor's use. The Contractor shall at his own expense repair and restore to its condition as of the beginning of construction all existing driveways, pavements and sidewalks, landscaping, and lawn disturbed by the Contractor's operations. New materials shall match the existing and adjacent work.

D. The Contractor and his Subcontractors shall not encroach upon areas outside those designated for the Contractor's use for the storage of materials, nor shall any of the Contractor's or Subcontractor's employees be permitted on such areas or adjacent properties.

E. All construction personnel will be restricted at all times to the established work and staging areas, and storage and stockpiling of construction materials and equipment will also be restricted to those areas.

(a) Confine operations at the site to areas permitted by law, ordinance, permits, and Contract Documents.

F. Contractor personnel are allowed to use on-site food service area in basement provided that they are clean in personal appearance and do not disturb other patrons.

G. Contractor personnel are strictly prohibited from using on-site restrooms and facilities with the exception of the food service area mentioned previously.

1.11. HISTORIC TREATMENT PROCEDURES

A. The Capitol Building is listed on the National Register of Historic Places; therefore, every effort should be made to preserve the historic nature of the building. The scope of work for this project will require all work to be in accordance with Secretary of the Interiors Standards for the Treatment of Historic Properties.

B. Coordination will be required with the West Virginia State Historic Preservation Office (SHPO) to ensure all restoration and repair methods are in accordance with the "Secretary of the Interior's Standards for the Treatment of Historic Properties."

(a) Execution of historical treatment procedures cannot be executed without the approval of SHPO. Coordination will be required to submit sufficient documentation to SHPO for review for any historical treatment procedures identified as part of the scope of work. Contractor shall account for time required for coordination into their construction schedule.

(b) Coordination may be required with the West Virginia Division of Culture and History to provide documentation of existing conditions that are uncovered during the execution of the Work as well as provide records of the Work to serve as an archive to the building.

C. Material Ownership

(a) Historic items, relics, and similar objects of interest or value may be encountered or uncovered during the Work. Regardless of whether they were previously documented, such items remain the property of the GSD.

(b) Notify Engineer and GSD immediately upon uncovering a historic item. Do not remove, disrupt, or alter the condition and surroundings of the item unless directed to do so by the Engineer and GSD.

(i) If directed to remove the item, carefully dismantle and salvage each item or object and protect it from damage, then promptly deliver it to GSD where directed.

(ii) Coordinate with the West Virginia Division of Culture and History and the State Historic Preservation Office for special procedures for dismantling and salvaging items uncovered during the execution of the Work.

(c) Items removed during construction that are not intended to be reinstalled, but have historical significance to the Capitol Building, shall remain the property of the Capitol and the GSD.

1.12. PROTECTION

A. Refer also to Section 01 50 00 “Temporary Facilities and Controls” and Section 01 56 00 “Temporary Barriers and Enclosures” for more specific requirements.

B. Exercise every precaution to protect and maintain free from damage portions of the existing building and adjacent buildings to and adjoining the work. Damage to portions of the existing building and adjacent buildings not subject to work under the Contract shall be repaired to the full satisfaction of the GSD, at the Contractor's expense.

C. Protect from injury all on-site trees, shrubbery, and other plantings. Replace injured trees and planting with like material at no additional cost to the GSD.

D. Contractor shall provide and maintain adequate fire protection for the duration of construction. All flammable materials are to be stored in a safe manner away from any heat source and in accordance with all local, state, and federal regulations.

E. Protection of Mechanical and Electrical Equipment:

(a) Unless noted to be removed, existing air conditioning, heating, ventilating, and electrical systems must be maintained in operation and serve the building and adjacent buildings.

(b) Provide filters, covers, or duct extensions as required to prevent the intake of dust, overspray, or fumes into the equipment or the building interior.

(c) Precautions must be taken so that any existing pipe, conduit, or ductwork is not severed or otherwise disrupted unless noted to be removed as a part of the Work.

1.13. WORK SEQUENCE

A. Refer also to Section 01 32 13 “Scheduling of Work” for specific requirements regarding the phases of work.

B. No work shall begin until all temporary protection for building occupants is in place. Contractor shall provide all necessary signage to direct pedestrians around interior

temporary protection.

(a) All temporary protection must be inspected by the GSD prior to the start of work.

(b) Safe pedestrian egress and access to and from the building and all adjacent buildings and parking lots must be maintained at all times.

(c) Temporary signage will be required for occupant safety during closures of individual spaces to conduct the work and to direct pedestrians to adjacent elevators when work is performed in the elevator shafts.

(d) Temporary structure covering work area must be in place prior to removing any existing material that would expose the interior of the building to the elements.

C. Work shall be coordinated to provide the least interruption in building operations. Accommodations shall be made to stop work when requested by the GSD for a major event. Work shall be scheduled and coordinated with the GSD, who will approve all phasing and scheduling of the work.

1.14. 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.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

NOT USED.

END OF SECTION 01 11 00

SECTION 01 14 00

WORK RESTRICTIONS & USE OF SITE

PART 1 - GENERAL

1.01. RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), State of West Virginia Supplementary Conditions to the Standard Form of Agreement Between Owner and Contractor (AIA A201-2017), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02. SUMMARY

A. This section includes the following:

1. Concurrent Occupancy
2. Use of Site and Premises
3. Security Procedures
4. Working Hours
5. Existing Utility Interruptions
6. Site Access
7. Operations Outside of Construction Limits
8. Site Protection
9. Fire Protection
10. Trash Disposal
11. Noise & Vibration Restrictions
12. Special Site Requirements
13. Burning and Welding Operations
14. Blasting

1.03. RELATED SECTIONS

A. Section 01 32 13 – “Scheduling of Work”

B. Section 01 50 00 – “Temporary Facilities and Controls”

C. Section 01 56 00 – “Temporary Barriers and Enclosures”

D. Section 01 74 00 – “Cleaning and Waste Management”

1.04. REFERENCED STANDARDS

A. Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD)

B. Chapter 6; ANSI A10.34 (2001) "Protection of the Public On or Adjacent to Construction Sites – American National Standard for Construction and Demolition Operations;

1.05. CONCURRENT OCCUPANCY

A. The State Capitol Building will remain occupied during the entire construction period. Contractor shall cooperate with GSD to minimize conflict and to perform work so as not to interfere with normal building operations to the greatest extent possible.

B. Schedule work to accommodate building events and operations. Refer to Section 01 32 13 “Scheduling of Work” for additional information.

C. Accessible ingress and egress for occupants, visitors, guests, staff, and support services must be continuously maintained, along with clear routes through the building in the event that emergency personnel must access the building.

1. Keep all exits required by applicable code open during construction period.

2. Provide adequate protection for building occupants in accordance with OSHA and all applicable local, state, and federal codes and regulations.

D. Do not obstruct roadways, sidewalks, or other public ways without permit.

E. Proper operation of smoke evacuation controls, fire alarm, and personal safety systems must be maintained for the duration of the construction operations as approved by the GSD and State Fire Marshal.

F. GSD will provide maintenance, security, and custodial services for occupied areas beyond the active construction zone during construction. The Contractor shall not interfere with such activities.

G. Contractor shall coordinate with the GSD access to and security of existing mechanical/electrical equipment spaces.

1.06. USE OF SITE AND PREMISES

A. General: Contractor shall have limited use of premises for construction operations, including use of Project site, during construction period as indicated in the Construction Documents. Contractor shall not disturb portions of the project site beyond areas in which the Work is indicated.

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

C. The Capitol Building, including the construction limits, is a tobacco-free environment. Tobacco use is only allowed in designated areas and at the approval of the GSD.

D. Parking: Limited parking is available at the Project site. The following locations have been designated for Contractor parking as part of the project. Parking permits will be required for the duration of the project for vehicles parked in these locations. Coordination with the GSD will be required to obtain parking permits. Maps indicating exact parking locations and additional instructions are to be provided by GSD.

1. Additional parking is available at Laidley Field on Elizabeth Street in areas designated as “Capitol Complex Visitor Parking.”

E. Deliveries: Schedule deliveries to minimize use of driveways and entrances.

1. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
2. Schedule deliveries to minimize use of driveways and entrances by construction operations.
3. Use Flag Person with proper personal protective equipment and traffic controls.
4. Minimize traffic closures.
5. Coordinate large deliveries with GSD and Division of Protective Services.
   (a) Call (304)-558-5715 for Deliveries after 7:00 PM and on Weekends and Holidays.
6. Contractor is responsible for receiving all deliveries; deliveries made to adjacent facilities or to the GSD will not be accepted.
7. Contractor use of public right-of-way shall conform to the requirements of local jurisdiction.

F. Storage:

1. Effectively store all materials and equipment during the entire period of construction. Contractor is solely responsible for the protection and storage of materials to prevent damage or theft.
2. Do not unreasonably encumber the site with materials or equipment.
3. Construction equipment, shoring, tools, materials, etc., shall be stored only in areas designated as Contractor Work Areas. Move any stored products which will interfere with the operations of the State Capitol Building.

1.07. SECURITY PROCEDURES

A. All personnel that will be accessing the site during construction must obtain security clearance pursuant to West Virginia Code 15-2D-3(e), which requires that “any service providers whose employees are regularly employed on the grounds or in the building of the Capitol Complex or who have access to sensitive or critical information submit to a fingerprint-based background inquiry through the state repository.”

1. Applications are submitted through IdentoGo.
   (a) Visit www.identigo.com for more information.
   (b) Toll-Free Number: 1-855-766-7746
2. Criminal history investigations will be completed by the West Virginia State Police and the Federal Bureau of Investigation.
3. GSD to provide appropriate paperwork required to obtain security clearance.

B. Key personnel from the Contractor will be required to obtain Access Cards that allow access to the building and to areas of the building not accessible to the public.

1. Key personnel to receive access cards must be approved by the GSD.

2. Security clearance must be complete in accordance with Article 1.07.A prior to obtaining an access card.
3. Coordinate with the GSD to obtain access cards.
   (a) Key personnel must provide the following in order to obtain an access card:
      (i) Name
      (ii) Date of Birth
      (iii) Driver's License Number
      (iv) Contact/cell phone number
   (b) Processing of information to receive access cards will take no less than one week.
   (c) Access cards, once approved, can be obtained from the Business Section of the General Services Division. Contact GSD for the current office location. A signature is required in order to obtain the access card.

C. The Contractor shall provide the GSD a complete list of workers that will be on the job site fifteen working days prior to the start of Work. Any changes in site personnel must be reported to the GSD in writing immediately. The list of workers shall include the name and badge number for each worker on site. Such information is required by the Division of Protective Services for safety reasons and in the event of an emergency.

D. Picture ID badges provided by the Division of Protective Services must be worn on outer garments above elbow level by all persons working on the premises at all times.
   1. Picture ID badges will be provided at no cost to the Contractor.
   2. Any Contractor personnel not complying with this requirement will be denied access to the Capitol Building or will be escorted off premises by the Capitol security personnel.

1.08. WORKING HOURS:

A. On-Site Work Hours:
   1. For spaces where repairs will cause little to no disruption to building occupants based on area of work or occupancy within space, work may be performed during normal business working hours of 7:00 AM to 5:00 PM, Monday through Friday, unless otherwise indicated.
   2. For spaces where repairs will displace building occupants or cause significant disruption to building occupants, night work will likely be necessary and should be coordinated with the GSD.
      (a) Night Work: Night work is considered any work outside of normal working hours during the typical work week.
   3. Weekend Hours: Weekend work shall be coordinated with the GSD.

B. Deliveries: Limit deliveries to normal business hours of 7:00 AM to 7:00 PM, Monday through Friday, unless otherwise indicated.

1.09. EXISTING UTILITY INTERRUPTIONS

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

1. The Contractor shall include planned disruptions to the building utilities in the agendas for project meetings, but in no case shall the Contractor proceed with any work that could disrupt services to the building without fourteen calendar days' written notice to the GSD and a written agreement by the GSD to the proposed outage or disruption period.

2. Do not proceed with utility interruptions without GSD's written permission.

1.10. SITE ACCESS

A. All access to work areas shall be from the designated construction service areas. Construction signs, traffic control signs, and safety signs shall be prepared prior to repair work.

B. Workers shall uphold construction safety regulations and guidelines at all times in accordance with federal, state, and local jurisdictions.

C. At the completion of all work, Contractor shall verify all laydown areas and access routes are free of debris and damage and are returned to the GSD in their preconstruction condition.

1. All lawn locations are to be restored in accordance lawn restoration requirements outlined on the Drawings.

D. A designated Contractor Laydown Area is located in the south half of the courtyard between the East and West Wings, as indicated in the Drawings.

1. Temporary driveways are to be constructed within the Contractor Laydown Area in accordance with Section 01 50 00 "Temporary Facilities and Controls" to provide access to stored materials. The roadway is to be constructed to evenly distribute loads from construction traffic.

(a) Tree root protection will be required in locations where the roadway extends through the drip line of existing trees.

(b) Temporary curb protection will be required where the temporary roadway ends at edge of existing paved surfaces.

E. Access Provisions: Designated Contractor routes through the building to the interior of any work area shall be coordinated with the GSD but are generally described as follows:

1. Access to the building should be through the north entrance on the Ground Floor as indicated on the Drawings. Access cards must be used to access the building through this entrance.

(a) Access to the building can also be through the public entrances where a security screening is required. Access cards are not required for access through these

entrances, but these entrances are only available for limited times during the day.

2. Access through the loading dock must be coordinated with the Division of Protection Services. Contractor to alert Division of Protective Services no less than forty-eight hours in advance when access through the loading dock is required.
3. Access to individual rooms directly adjacent to the Journal Reading Room must be coordinated with the GSD and Division of Protective Services.

1.11. OPERATIONS OUTSIDE CONSTRUCTION LIMITS

A. Construction fencing and lay down area limits are indicated on the Drawings.
   1. The Contractor shall comply with designated travel paths, staging areas, dumpster locations, and other restricted items indicated on Drawings.
B. Use of certain passageways and other areas, outside of defined limits of construction, will be granted on an as needed basis. Requests must be approved by the GSD in writing prior to access being granted.

1.12. SITE PROTECTION

A. See Section 01 50 00 “Temporary Facilities and Controls” and Section 01 56 00 “Temporary Barriers and Enclosures” for additional information on site protection.
B. Temporary construction barriers, covering structure, pedestrian protection, traffic control measure, and all necessary temporary facilities and protection barriers shall be constructed or installed in accordance with the 2015 International Building Code (IBC); Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD 2009) Chapter 6; and ANSI A10.34 (2001, R2012) "Protection of the Public On or Adjacent to Construction Sites – American National Standard for Construction and Demolition Operations;” the most stringent requirement shall govern under circumstances of overlapping standard requirements.
C. No work shall commence until all temporary controls related to the pedestrian protection, egress, worker access, and building protection are in place.
   1. Where necessary, inspections are to be performed by the GSD and State Fire Marshall prior to the start of work. Contractor shall be responsible for coordinating inspections with construction schedule and providing inspector access to each location.
D. The Contractor shall protect lawn and landscaped areas, including prohibiting traffic through such areas except along the temporary access road and the designated laydown area.
E. The Contractor shall install protection as specified, shown in the Drawings and required for areas adjacent to construction and at areas where other building components could be damaged by the work.
F. The Contractor shall protect the interior of the building from damage during the entire Construction period. All damage to the interior of the building must be repaired to the satisfaction of the GSD and Engineer at no additional cost to the GSD.

1.13. FIRE PROTECTION

A. Coordination with the State Fire Marshal's office will be required for work relating to any of the following areas:

1. Contractor to submit a Fire Alarm System Plan for review if work is done in this area.
2. Contractor to submit Sprinkler Plans for review if work is done in this area.
3. Any construction revisions making changes to exiting, major mechanical and electrical plans prior to and during construction shall be submitted to the State Fire Marshal's Office for review.

B. Provide continuous unobstructed access to all fire water supply valves and fire access boxes.

C. Provide and maintain hand fire extinguishers suitable for fire hazards involved at convenient accessible locations during construction. The Contractor shall keep fire extinguishers as needed in work areas and around stored flammable materials. The type of extinguisher shall be appropriate for the service and in sufficient numbers for the workers to control fires accidentally caused by the Work.

D. Avoid accumulations of combustible forms, form lumber, and debris within construction site.

E. A fire extinguisher shall be located by all gasoline or diesel-powered equipment

F. Handling of Flammable Liquids:

1. Store flammable or volatile liquids approved containers in open air or in small, detached structures or trailers.
2. Closely supervise storage of paint materials and other combustible finishing and cleaning products.
3. Do not store oily rags in closets or other light spaces.
4. Prohibit smoking in vicinity of hazardous operations.

G. Smoke detectors and carbon monoxide detectors are to remain operable and unobstructed.

1.14. TRASH DISPOSAL

A. See Section 01 74 00 "Cleaning and Waste Management" for additional requirements for cleaning and waste management, including trash disposal.

B. Keep building and project site free from accumulations of trash.

C. Remove cartons, crates, wrappings, lunch trash and other trash daily.

D. Do not burn paper, trash, or other material on site.

E. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary sewers.

1.15. NOISE & VIBRATION RESTRICTIONS

A. See Section 01 50 00 “Temporary Facilities and Controls” for additional information on noise and vibration restrictions.

B. The GSD may request that a demonstration be conducted, using the actual project equipment, to determine whether site restrictions are required.

C. Contractor personnel are not to engage in conversation with anyone outside of the Construction Team regarding noise or vibration complaints. All complaints shall be directed to the GSD Project Manager.

D. Work hours may be limited throughout the contract time as a result of noise conflicts with an event or activity within the building. Notice will be given prior to date of event for any schedule needs.

E. Contractor shall develop and maintain a noise-abatement program and enforce strict discipline over all personnel to keep noise to a minimum, especially while designated sensitive spaces are occupied.

F. Contractor shall execute Work by methods and use of equipment which will reduce excess noise and shall employ construction methods and equipment which produce the minimum amount of noise and handle vehicular traffic.

1.16. SPECIAL SITE REQUIREMENTS

A. During the course of the project, visitors, interested staff, press members, passers-by, etc. may attempt to solicit information from Contractors and Subcontractors. The Contractor shall have procedures in place that deter all workers from giving any information to any groups or individuals outside of the project team. All inquiries shall be directed to the GSD Project Manager. The Contractor shall have a confidentiality policy in place that discourages all workers from taking any photo or video within the construction area for their own personal use. Additionally, the Contractor should have procedures in place that further discourages the posting of any media to any social media sites, blogs, instant messengers, or other forms of media.

1. All media requests shall be directed to the GSD’s Project Manager.
2. There shall be no publication of project photos without the GSD’s express written consent.

B. Documentation of site conditions prior to work using video or photos is acceptable.

C. Designate a safety officer who will coordinate and run routine safety meetings.

D. All visitors within the Project site shall sign in at the field office trailer or other designated site.

E. Use of alcohol, illegal substance, smoking, and possession of firearms are prohibited.

1.17. BURNING AND WELDING OPERATIONS

A. The Contractor shall provide the GSD five working days’ advance notice for all burning and welding operations. A fire watch shall be maintained during burning and welding operations per order of the state Fire Marshall Office.

1.18. BLASTING

A. Blasting is strictly prohibited on Capitol Grounds.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

NOT USED.

END OF SECTION 01 14 00

SECTION 01 20 00

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01. RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), State of West Virginia Supplementary Conditions to the Standard Form of Agreement Between GSD and Contractor (AIA A201-2007), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02. SUMMARY

A. This section includes the following subjects:

1. General Requirements
2. Base Bid Work
3. Unit Price Items
4. Invoices

1.03. RELATED SECTIONS:

A. Pricing Page

B. Section 01 11 00 – “Summary of Work”

C. Section 01 26 00 – “Contract Modification Procedures”

D. Section 01 29 00 – “Payment Procedures”

E. Section 01 35 43 – “Environmental Procedures”

F. Section 09 03 20 – “Historic Treatment of Plaster”

1.04. GENERAL REQUIREMENTS

A. All work required for this project will be undertaken as a part of the Base Bid and it is not anticipated that Unit Price work will be required for execution of the work. However, a Unit Price will be required for the cost of the temporary structures, including maintenance for safe use, if required beyond Final Completion.

B. Perform work required by Base Bid in accordance with the Contract Documents.

C. Base Bid for the work includes the following costs:

1. Products.
2. Delivery to site.
3. Supervision, labor, and equipment.
4. Removal and/or installation, including associated accessories and equipment.

5. Insurance.
6. Applicable taxes.
7. Overhead and profit.
8. Handling, including receiving, unloading, uncrating, storage, distribution, removal from job site and lawful disposal.
9. Protection from damage and from elements.
10. Submittal and processing of product data, shop drawings, samples, and other required submittals.
11. Permits.
12. Bonds.
13. Other expenses required to complete installation.

D. Unit Prices for the work include the following costs:

1. Products.
2. Delivery to site.
3. Supervision, labor, and equipment.
4. Removal and/or installation, including associated accessories and equipment.
5. Applicable taxes.
6. Overhead and profit.
7. Handling, including receiving, unloading, uncrating, storage, distribution, removal from job site and lawful disposal.
8. Other expenses required to complete installation.

PART 2 - PRODUCTS

2.01. GENERAL

A. Bids will be evaluated based upon Total Bid Amount which, per the Pricing Page, includes both Base Bid Amount and Unit Price Amounts. However, Contract will be awarded only for the Base Bid Amount.

2.02. BASE BID ITEMS, GENERAL

A. Base Bid shall include all items of the work as described in Section 01 11 00 “Summary of Work” and each specification section and as shown in the Drawings, other than those items specifically excluded from the Work. The Base Bid should include all items reasonably incidental to furnishings and completing such work to include, but not limited to:

1. Mobilization, Staging, Equipment, Protection, Inspection, Permits, Bonds, Management, Administration, and Incidental Work: This item shall include payment for the items listed and any other item associated with the general requirements and conditions of the Project and incidental work.

B. The Contractor shall notify the Engineer and GSD immediately in writing of any Base Bid work that deviates materially from the prescribed basis for bidding and for which an adjustment in Base Bid price is desired.

1. The Contractor shall measure and quantify any such deviations, subject to the Engineer's verification, prior to performing any work which might make verification impossible.

2. No adjustments in Base Bid prices will be considered unless supporting field measurements and a supporting summary of changes in cost are submitted to the Engineer and GSD and approved by the Engineer and GSD in writing prior to the Contractor performing the work in accordance with Section 01 26 00 "Contract Modification Procedures."

3. All adjustments to the Base Bid must be approved by formal Change Order.

C. Except for items or materials indicated to be reused, reinstalled, or otherwise indicated to remain the GSD's property, items shall be removed from the site by the Contractor.

2.03. UNIT PRICE ITEMS, GENERAL

A. If the Contract's Final Completion date is extended for reasons other than the Contractor's actions, including the administrative extension required to increase the contract to cover required additional Unit Price work, the Unit Prices will apply.

2.04. UNIT PRICES

A. Unit Price 1: Temporary Weather Enclosure

1. Description: Monthly rental cost for the complete temporary structure erected to completely cover the work area of the North Stair to include all associated materials, inspection and maintenance required to provide safe and accessible structure.

2. Reference Section: Section 01 56 00, "Temporary Barriers and Enclosures"

3. Unit of Measurement: Monthly

B. Unit Price 2: Overhead Protection:

1. Description: Monthly rental cost for the complete structures erected to provide occupant and pedestrian protection for safe egress from the building to include all associated materials, inspection and maintenance required to provide safe and accessible structures.

2. Reference Section: Section 01 56 00, "Temporary Barriers and Enclosures"

3. Unit of Measurement: Monthly

C. Unit Price 3: Construction Fence & Barriers

1. Description: Monthly rental cost for all construction fence and barriers, components, coverings, gates, and all associated materials to include inspection and maintenance required to keep code required safeguards during construction operational.

2. Reference Section: Section 01 56 00, "Temporary Barriers and Enclosures" and Section 01 50 00, "Temporary Facilities and Controls"

3. Unit of Measurement: Monthly

2.05. INVOICES

A. Submit invoices in accordance with Section 01 29 00 “Payment Procedures.”

PART 3 - EXECUTION

NOT USED.

END OF SECTION 01 20 00

SECTION 01 25 00

SUBSTITUTION PROCEDURES (POST-AWARD)

PART 1 - GENERAL

1.01. RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), State of West Virginia Supplementary Conditions to the Standard Form of Agreement Between Owner and Contractor (AIA A201-2017), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02. SUMMARY

A. This Section includes the following:

1. Substitutions for Cause
2. Substitutions for Convenience

1.03. RELATED SECTIONS

A. Section 01 26 00 “Contract Modification Procedures”

1.04. DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by the Contractor after the Contract has been awarded.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.05. SUBMITTALS

A. Substitution Request: Submit detailed information for each request for consideration. The following information should be provided within the substitution request:

1. Detail references from the Drawings, including referenced technical information from the Technical Specifications outlined on the Drawings.
2. Existing product or fabrication or installation method to be replaced.
3. Statement indicating why specified product or fabrication or installation cannot be provided.
4. Coordination information, including a list of changes or revisions needed to other parts of the Work that will be necessary to accommodate proposed substitution, including construction performed by GSD and separate contractors.

5. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specifications. 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.
6. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
7. Samples, where applicable or requested.
8. Certificates and qualification data, where applicable or requested.
9. List of similar installations for completed projects with project names and addresses and names and addresses of Architects or Engineers and Owners.
10. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
11. Research reports evidencing compliance with applicable building codes.
12. 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.
13. Cost information, including a proposal of change, if any, in the Contract Sum.
14. 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.
15. 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.

B. Engineer’s Action: If necessary, Engineer will request additional information or documentation for evaluation within five days of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within fifteen days of receipt of request, or ten days of receipt of additional information or documentation, whichever is later.

1. Forms of Acceptance: Change Order, Construction Change Directive, or Engineer’s Supplemental Instructions for minor changes in the Work.
   (a) See Section 01 26 00 “Contract Modification Procedures” for additional information on changes to the contract based on Engineer’s acceptance.
2. Use product specified if Engineer does not issue a decision on use of a proposed substitution within time allocated.

1.06. 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.

1.07. PROCEDURES

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

PART 2 - PRODUCTS

2.01. SUBSTITUTIONS

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

1. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:

(a) Requested substitution is consistent with the Contract Documents and will produce indicated results.

(b) Substitution request is fully documented and properly submitted.

(c) Requested substitution will not adversely affect Contractor's construction schedule.

(d) Requested substitution has received necessary approvals of authorities having jurisdiction.

(e) Requested substitution is compatible with other portions of the Work.

(f) Requested substitution has been coordinated with other portions of the Work.

(g) Requested substitution provides specified warranty.

(h) Requested substitution exceeds the performance requirements of the Contract Documents.

(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: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:

1. Requested substitution offers GSD a substantial advantage in performance, cost, time, energy conservation, or other considerations, after deducting additional responsibilities GSD must assume. GSD’s additional responsibilities may include compensation to Engineer for redesign and evaluation services, increased cost of other construction by GSD, and similar considerations.

2. Requested substitution does not require extensive revisions to the Contract Documents.
3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
4. Substitution request is fully documented and properly submitted.
5. Requested substitution will not adversely affect Contractor's construction schedule.
6. Requested substitution has received necessary approvals of authorities having jurisdiction.
7. Requested substitution is compatible with other portions of the Work.
8. Requested substitution has been coordinated with other portions of the Work.
9. Requested substitution provides specified warranty.
10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION

NOT USED

END OF SECTION 01 25 00

SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01. RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), State of West Virginia Supplementary Conditions to the Standard Form of Agreement Between Owner and Contractor (AIA A201-2017), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02. SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing contract modifications, including:

1. Minor changes in the work
2. Proposal requests
3. Construction Change Directive
4. Approvals
5. Change Order Procedures

1.03. RELATED SECTIONS

1. Section 01 25 00 – “Substitution Procedures (Post-Award)”
2. Section 01 31 00 – “Project Management and Coordination”

1.04. MINOR CHANGES IN THE WORK

A. Engineer shall have the authority to issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time. Such Supplemental Instructions may be issued in the following form:

1. Verbal Direction: Verbal direction during a Construction Administration Site Visit. Such direction will also be memorialized in an Engineer’s Construction Administration Site Visit Report.
2. Site Visit Report: Written direction in an Engineer’s Construction Administration Site Visit Report.
3. Job Bulletin: Job Bulletins indicated to be “Supplemental Instructions” which may be included as responses to RFIs. Refer to Section 01 31 00 “Project Management and Coordination” for provisions for Job Bulletins.

1.05. PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: A request to the Contractor for submission of an itemized quotation for changes in the Contract Sum or Contract Time. These proposals will provide a detailed description of proposed changes, including supplemental or

revised Drawings and Specifications if necessary.

1. Proposal Requests issued by the Engineer are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in proposal request after receipt of a proposal request, Contractor to submit a detailed Cost Proposal indicating all costs necessary to execute the change to the GSD and Engineer for review. Include supporting information including, but not limited to:
   (a) Include a list of quantities of products required and unit costs, with total amount of purchases to be made. If requested, furnish survey data to substantiate quantities.
      (i) Credit for work deleted from Contract, similarly documented.
   (b) Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts. Specify whether equipment is rental or company owned.
   (c) Include costs of labor and supervision directly attributable to the change. Include all costs necessary to allow a full and final settlement of the change order without reservation of rights by either the Contractor or its subcontractors or suppliers.
   (d) Indicate any change to the project schedule duration. 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.
   (e) Quotation Form: Use form acceptable to the Engineer and the GSD.

B. Contractor-Initiated Proposals: The Contractor may propose changes by submitting a request for a change to the GSD and the Engineer. If latent or changed conditions require modifications to the Contract, Contractor may propose changes by submitting a request for change to the GSD and the Engineer. Include supporting information including, but not limited to:
   1. Statement outlining the 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 Contract Time.
   2. List of quantities of products required and unit costs, with the total amount of purchase to be made. If requested, furnish survey data to substantiate quantities.
      (a) Credit for work deleted from Contract, similarly documented.
   3. Applicable taxes, delivery charges, equipment rental and amounts of trade discounts.
   4. Costs of labor and supervision directly attributable to the change. Include all costs necessary to allow a full and final settlement of the change order without reservation of rights by either the Contractor or its Subcontractors or suppliers.

5. Indicate any change to the project schedule duration. 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 01 25 00 “Substitution Procedures (Post-Award)" if the proposed change requires substitution of one product or system for product or system specified.

C. RFI Response-Initiated Proposals: The Engineer’s response to an RFI may result in a Job Bulletin or Construction Change Directive which requests a cost proposal. Contractor shall prepare and submit cost proposal as outlined above.

1.06. CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Engineer may issue a Construction Change Directive via a Job Bulletin, but only with the concurrent approval and signature of the GSD on an AIA G714 form. 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.

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

1.07. APPROVALS

A. Designated GSD personnel will be the only individuals to authorize and approve the change in Work and shall be the sole judge of the validity of the rationale for any requested extension of the Contract Time due to any change in work. No order for change, at any time or place, shall be in any manner or to any extent to relieve the Contractor of his obligations under the contract.

1.08. CHANGE ORDER PROCEDURES

A. Contractor shall notify Engineer and GSD of intentions to submit for a Change Order prior to commencing such work. Change Orders issued at the end of the project and without proper prior notification will be immediately rejected.

B. Upon GSD’s approval of a Proposal Request, Engineer will prepare an AIA G701 “Change Order” form for signatures of GSD and Contractor, along with all required supporting documentation. GSD will submit completed AIA G701 to the West Virginia State Purchasing Division to request approval for the Change Order.
   1. Multiple Proposal requests may be consolidated into a single AIA G701 form.

C. Once the Change Order has been approved and processed by the Purchasing Division, the Change Order shall be added to the Application for Payment. No payments

towards a Change Order can be made until the Change Order has been approved and processed.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

NOT USED.

END OF SECTION 01 26 00

SECTION 01 29 00

PAYMENT PROCEDURES

PART 1 - GENERAL

1.01. RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), State of West Virginia Supplementary Conditions to the Standard Form of Agreement Between Owner and Contractor (AIA A201-2017), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02. SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. This Section includes the following:

1. Schedule of Values
2. Applications for Payment
   (a) Initial Application for Payment
   (b) Application for Payment at Substantial Completion
   (c) Application for Final Payment
3. Changes and Additional Instructions

1.03. RELATED SECTIONS

A. Section 01 26 00 – “Contract Modification Procedures”

B. Section 01 32 00 – “Construction Progress Documentation”

C. Section 01 77 00 – “Closeout Requirements”

1.04. SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with the preparation of the Contractor’s construction schedule.

1. Coordinate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
   (a) Application for Payment forms with continuation sheets
   (b) Submittal schedule
   (c) Items required to be indicated as separate activities in the Contractor’s construction schedule.

2. Submit the Schedule of Values to the Engineer at the earliest possible date, but no later than ten business days before the date scheduled for submittal of initial Application for Payment.

B. Format and Content:

1. Arrange Schedule of Values in a manner consistent with AIA Document G703.
2. Identification: Include the following Project identification on the Schedule of Values:
   (a) Project name and location
   (b) Name of Engineer
   (c) Project Number (provided by GSD)
   (d) Contractor's name and address
   (e) Date of submittal
3. Layout: Arrange Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:
   (a) Related division of work in general accordance with the Construction Specifications Institute (CSI) format
   (b) Description of the Work
   (c) Name of subcontractor
   (d) Name of manufacturer or fabricator
   (e) Name of supplier
   (f) Change Order numbers that affect value
   (g) Dollar value of the following, as a percentage of the Contract Sum to the nearest percent, adjusted to total 100 percent:
      (i) Labor
      (ii) Materials
      (iii) Equipment

C. The breakdown of the Contract Sum shall be broken down in enough detail to facilitate continued evaluation of Applications for Payment and progress reports.

1. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
2. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
   (a) Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.

3. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
4. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
5. Temporary facilities and other major cost items that are not direct cost of actual work-in-place shall be shown as separate line items in the Schedule of Values.
6. Provide a separate line item for each purchase contract. Show line-item value of purchase contract and balance to be paid by the Contractor.

D. Updating Schedule of Values: Revise Contractor's Construction Schedule and Schedule of Values to list approved Change Orders, along with the next Application for Payment submission when Change Orders or Construction Change Directives result in a change in the Contract Sum.
1. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.

1.05. APPLICATIONS FOR PAYMENT

A. Application for Payment Form: Use AIA Document G702 and AIA Document G703 as forms for Application for Payment.
1. Each Application for Payment following the initial Application for Payment shall be consistent with previous Applications for Payment as certified by Engineer and paid for by the Owner. Provide an updated construction schedule with each application.
2. Initial Application for Payment, Application for Payment at Substantial Completion, and Application for Final Payment involve additional requirements.

B. Payment Schedule: The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
1. Submit a draft copy of Application for Payment five business days prior to due date for review by Engineer.

C. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt, unless electronic versions are acceptable to the GSD. One copy shall include waivers of lien and similar attachments, if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application, if applicable.

D. Preparation of Application for Payment: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of the Contractor. Engineer will return incomplete applications without action.
1. Entries shall match data on the Schedule of Values and Contractor’s construction schedule. Use updated schedules if revisions are made.

2. Include amounts of work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
   (a) When Engineer requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.
3. Include amounts of Change Orders issued before last day of construction period covered by application.
4. Include updated Contractor's Construction Schedule in accordance with Section 01 32 00 "Construction Progress Documentation," indicating current status of each activity on schedule.
   (a) No invoices will be processed until the Contractor's Construction Schedule is submitted.

E. Stored Materials: Include in the Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to GSD, and consent of surety to payment, for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide documentation for stored materials indicating the following:
   (a) Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
   (b) Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
   (c) Provide location and supporting documentation, including photographs for materials stored off-site.

1.06. INITIAL APPLICATION FOR PAYMENT

A. Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of Subcontractors.
2. Schedule of Values.
3. Contractor's Construction Schedule (preliminary if not final).
4. Submittals Schedule (preliminary if not final).
5. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.

6. Preconstruction Conference
7. List of Contractor's staff assignments.
8. List of Contractor's principal consultants.
9. Certificates of insurance and insurance policies.
10. Performance and payment bonds.
11. Data needed to acquire Owner’s insurance.
12. Copies of building permits, as applicable

1.07. APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

A. After Engineer issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
   1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
   2. This application shall reflect Certificates of Partial Substantial Completion issued previously for building occupant occupancy of designated portions of the Work.
   3. Administrative actions and submittals that shall precede or coincide with this application include:
      (a) Occupancy permits or similar approvals.
      (b) Warranties (guarantees) and maintenance agreements.
      (c) Final cleaning.
      (d) Application for reduction of retainage, and consent of surety.
      (e) Advice on shifting insurance coverage.
      (f) Final progress photographs.
      (g) List of incomplete Work, recognized as exceptions to Engineer's Certificate of Substantial Completion.
      (h) Change-over information related to building occupant occupancy, use, operation and maintenance.

1.08. APPLICATION FOR FINAL PAYMENT

A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.

B. Application for Final Payment: Actions and submittals that must precede or coincide with submittal of the final Application for Payment include but are not limited to the following:
   1. All closeout procedures specified in Section 01 77 00 “Closeout Procedures.”
   2. Completion of all punch-list work.
   3. Updated final statement, accounting for final changes to the Contract Sum.

4. AIA Document G706, “Contractor’s Affidavit of Payment of Debts and Claims.”
5. AIA Document G706A, “Contractor’s Affidavit of Release of Liens.”
6. AIA Document A707, “Consent of Surety to Final Payment.”
7. Evidence that claims have been settled.
8. Final, liquidated damages settlement statement.
9. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
10. Transmittal of required project construction records to the GSD, including any required As-built Drawings.
11. Removal of surplus materials, rubbish, and similar elements.
12. Removal of temporary facilities and services and restoration of existing impacted conditions.
13. Certification that all sub-contractors and vendors have been paid in full.
14. Release of Contract.

1.09. CHANGES AND ADDITIONAL INSTRUCTIONS

A. Changes to the Contract Documents that result in additions or deductions in Contract Sum or Contract Time shall follow the procedures outlined in Section 01 26 00 “Contract Modification Procedures.”

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

NOT USED.

END OF SECTION 01 29 00

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01. RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), State of West Virginia Supplementary Conditions to the Standard Form of Agreement Between Owner and Contractor (AIA A201-2017), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02. SUMMARY

A. This section includes the following:

1. Coordination
2. Existing Conditions
3. Meetings
   (a) Preconstruction Conference
   (b) Preinstallation Conferences
   (c) Progress Meetings
   (d) Monthly Pay Meeting
4. Project Web Site
5. Engineer's Construction Administration Site Visit Reports
6. Daily Construction Reports
7. Job Bulletins
8. Request for Information (RFI)

1.03. RELATED SECTIONS

A. Section 01 26 00 – "Contract Modification Procedures"

B. Section 01 29 00 – "Payment Procedures"

C. Section 01 32 00 – "Construction Progress Documentation"

D. Section 01 32 13 – "Scheduling of Work"

E. Section 01 33 00 – "Submittal Procedures"

F. Section 01 40 00 – "Quality Requirements."

1.04. DEFINITIONS

A. Request for Information (RFI): Request from Contractor seeking information required by or clarifications of the Contract Documents.

1.05. SUBMITTALS

A. Key Personnel Contact Information: Submit a list of Key Personnel from the Contractor and Subcontractor(s). Include name, title, responsibility, and contact information. It is generally expected that this list of Key Personnel will include additional personnel from those indicated in the bid list.

1.06. COORDINATION

A. General: Contractor shall coordinate scheduling, submittals, and general construction operations included of the Specifications to ensure efficient and orderly sequence of installation of interdependent construction elements.

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 completion.
2. 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 completion.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Administrative: Coordinate scheduling and timing of required administrative procedures with other construction activities 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 Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preconstruction conferences.
7. Project closeout activities.
8. Startup and adjustments of systems, as applicable.

C. Conservation: Contractor shall coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

D. Drawings: Prepare coordination drawings as required to coordinate integration of differing scopes of work, and where installation is not completely shown on Shop Drawings, where limited space necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Draw accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:

(a) Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.

(b) Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.

(c) Indicate the functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems, as applicable.

(d) Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.

(e) Indicate required installation sequences.

(f) Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict. Minor dimension changes and difficult installations will not be considered changes to the Contract.

1.07. EXISTING CONDITIONS

A. Conduct a thorough examination of the site, building, the Contract Documents, and furnished data of existing conditions before proceeding with the Work. The Contractor shall formulate from its examinations its own conclusions as to the extent of the existing conditions and the complexities that may be encountered in the execution of the Work.

B. Furnished Data: Portions of the Contract Documents were prepared from data received from the GSD, from the West Virginia Division of Culture and History, and from the Engineer's own limited field investigation. The furnished data is available from the GSD and represents all existing conditions known to the GSD. Such data will be furnished only for the information and convenience of the Contractor, and the accuracy or completeness of this data is not guaranteed. Field verify all existing dimensions. Other conditions, of which no record exists, may be encountered during construction.

1.08. MEETINGS

A. General: Contractor shall schedule and conduct all meetings and conferences at the Project site, unless otherwise indicated.

1. Attendees: Contractor shall inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify the GSD and the Engineer of scheduled meeting dates and times.

2. Agenda: Contractor shall prepare the meeting agenda, unless otherwise indicated. Distribute the agenda to all invited attendees.

3. Minutes: Contractor shall record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.09. PRECONSTRUCTION CONFERENCE

A. General: The Preconstruction Conference shall be held prior to the start of construction. This meeting is intended to incorporate the requirements outlined in the General Conditions as well as to coordinate specific installation requirements among trade disciplines.

1. This meeting shall not substitute or reduce the requirements of any required pre-installation meetings or areas of work which will focus on the technical installation of the applicable materials, systems, or assemblies.

B. The Engineer and GSD will schedule the meeting after Award of the Contract and prior to starting construction. The Contractor will be notified at least five business days in advance of the meeting date.

C. Attendance Required: The GSD Project Manager, the Engineer, the Contractor Project Manager, the Contractor Superintendent, and the Project Manager of each Subcontractor.

1. All parties in attendance shall carefully review the Contract Documents prior to the meeting and be prepared to discuss all items on the agenda.

D. Prior to the meeting, the Contractor shall have completed the following and shall have provided these items to the Engineer and GSD at least three days ahead of the Preconstruction Trade Coordination Meeting.

1. Develop Construction Schedule as required per Section 01 32 13 “Scheduling of Work.”

2. Develop schedule of Testing & Inspections as required per Section 01 40 00 “Quality Requirements.”

3. Develop Submittal Log as required per Section 01 33 00 “Submittal Procedures.

(a) Identify which Subcontractor is responsible for each submittal and Scope of Work.

4. Contractor shall notify all parties if items outlined above will not be completed prior to the scheduled meeting and the meeting shall be rescheduled. Any impacts on the Construction Schedule by the Contractor’s failure to be prepared for the meeting will not substantiate claims for extensions in Contract Completion Date.

E. The Engineer shall record minutes and distribute copies to the participants within three days of the meeting.

F. Agenda:

1. Personnel

(a) Designation of key personnel and their duties.

2. Project Scheduling

(a) Lines of Communication

(b) Critical work scheduling including critical submittals

(c) Major equipment and material deliveries

(d) Capitol event schedule

(e) Phasing of Work

(f) Work Hours

(g) Progress meeting schedule

(h) Procedures for disruptions and shutdowns.

3. Construction Site Requirements:

(a) Requirements and occupancy

(b) Use of premises by Contractor

(c) Site Plan and Contractor Laydown area

(i) Parking availability

(ii) Security requirements

(d) Temporary utilities provided by GSD

(e) Concurrent projects being conducted in the building and on the Capitol grounds

4. Project Expectations and Communication:

(a) Project Website

(b) RFIs, Job Bulletins, Construction Change Directives

(c) Submittals

(d) Pay Applications and Change Orders

(e) Preparation of record documents during construction

5. Quality Control:

(a) Testing and inspections

(b) Engineer's Construction Administration Site Visits and Reports and Observations Log

6. Review coordination with related work:

(a) Installation procedures

(b) Sequencing of Work

(c) Compatibility of materials

7. Question regarding Contract Documents and Project Expectations

1.10. PROGRESS MEETINGS

A. General: Conduct progress meetings at biweekly intervals.

B. Contractor shall schedule progress meetings throughout progress of the Work at biweekly intervals. The monthly pay meeting, required by the General Conditions, may serve as a progress meeting. Contractor shall coordinate scheduled meeting dates with

GSD and Engineer.

C. Attendance Required: The GSD, the Engineer, and the Contractor Project Manager and Superintendent.

1. Subcontractors and representatives from suppliers/manufacturers may attend as appropriate to agenda topics for each meeting.

D. Agenda: Review and correct or approve minutes of the previous progress meeting. Include topics for discussion as appropriate to the status of the Project, including:

1. A brief summary of progress since the previous meeting.
2. Projected work until the next progress meeting.
3. Review of significant items that could affect progress.
4. Overall construction schedule.
5. Issues.
6. Status of Submittals.
7. Status of RFIs.
8. Status of Change Orders.
9. Status of Testing and Inspections.
10. Applications for Payment.
11. Site Visit Report Log.
12. Safety, Security, and Conduct.
13. Owner Coordination.

E. Meeting minutes: Contractor shall record minutes and distribute copies to each party present and to parties requiring information.

1.11. MONTHLY PAY MEETING

A. Refer to Section 01 29 00 “Payment Procedures” for detailed requirements regarding payment procedures.

B. Contractor shall submit the monthly Application for Payment to both the Engineer and GSD at least one day before the scheduled pay meeting.

C. Contractor shall schedule Pay Meeting no earlier than the 25th day of the month represented by the payment request but no later than the 5th day of the following month. Pay Meeting may correspond with Progress Meeting.

D. During meeting, Contractor, Engineer, and GSD will review all items included on the payment request as compared to the installed work and materials stored on site.

1.12. PROJECT WEB SITE

A. Contractor to provide a Project Web Site for the project team for the purposes of hosting and managing project communication and documentation until Final Completion. Project Web Site shall be capable of providing the following functions:

1. Project directory.
2. Project correspondence.
3. Meeting minutes.
4. Contract modification forms and logs.
5. Submittal forms and logs.
6. RFI forms and logs.
7. Task and issue management.
8. Photographic documentation.
9. Schedule and calendar management.
10. Application for Payment forms.
11. Drawing and specification document hosting, viewing, and updating.
12. Online document collaboration.
13. Reminder and tracking functions.
14. Archiving functions.

B. Contactor, subcontractors, and other parties granted access to the Project Web Site shall execute a data licensing agreement in the form of Agreement acceptable to the GSD and the Engineer.

1.13. ENGINEER'S CONSTRUCTION ADMINISTRATION SITE VISIT REPORTS

A. Engineer will conduct periodic site visits to observe the progression of the Work. After each visit, the Engineer will produce a Site Visit Report to document the general progress of work and note any deficiencies and/or deviations from the Contract Documents. Copies will be delivered electronically to the GSD and the Contractor. The Contractor will be responsible for responding to and addressing issues brought forth in these site visit reports.

1. All efforts should be made to ensure that photographic documentation can be used to illustrate that the issues have been corrected.

B. Site Visit Report Log: The Contractor shall maintain a Site Visit Report Log based on the observations reported in the Site Visit Reports. The Site Visit Report Log shall include the following:

1. Site Visit Item Number and Description.
2. Date First Observed.
3. Party Responsible for Correction.
4. Corrective Action and Date Closed.

1.14. DAILY CONSTRUCTION REPORTS

A. Contractor shall maintain Daily Construction Reports, Material Locations Reports, Field Condition Reports, and Special Reports in accordance with Section 01 32 00

"Construction Progress Documentation."

1.15. JOB BULLETINS

A. The Engineer will generally issue supplemental instructions or field direction in the form of Job Bulletins.

B. Job Bulletins shall only be issued by the Engineer but may be initiated by any of the following cases.

1. Job Bulletins may be initiated at the Engineer's discretion. If the Engineer feels additional direction or instructions are required or if the Engineer notes a discrepancy, conflict, or omission within the Contract Documents, the Engineer may initiate a Job Bulletin.

2. Job Bulletins may be initiated by the GSD. Should the GSD wish to convey changes to the work or additional direction from the GSD through the Engineer, the Engineer will issue a Job Bulletin outlining such directions or changes.

3. Job Bulletins may be initiated by an RFI received from the Contractor. If required, the Engineer may respond to an RFI through issuing a Job Bulletin.

C. A Job Bulletin will contain a Transmittal which will indicate how the Engineer has deemed the particular Job Bulletin to be executed. The Transmittal will indicate one of the following options:

1. "Supplemental Instructions" - This option indicates that the work shall be carried out as a minor change.

2. "Proposal Request" - This option indicates that the work shall not be carried out, but rather the Contractor is to submit an itemized cost proposal indicating the required change in Contract Time of Contract Sum.

3. "Construction Change Directive" - This option indicates that the work shall be carried out as a Construction Change Directive.

D. "Supplemental Instructions": Job Bulletins indicated as such are intended to be supplemental instruction and constitute only a minor change that will not result in any changes in the Contract Sum or Contract Time.

1. Proceeding with the work outlined within the Job Bulletin implies that the Contractor agrees with and acknowledges that work constitutes minor changes.

2. If the Contractor disagrees with the determination that the Job Bulletin constitutes minor changes, he shall immediately notify Engineer and GSD.

3. If the Contractor proceeds with work without providing notification that there will be changes in the Contract, the Contractor shall waive all rights to submitting for a Change in Contract Sum or Contract time.

E. "Proposal Request": Job Bulletins indicated as such will include changes to the work that could potentially change the Contract Time or Contract Sum. The Contractor shall not proceed with work outlined within such Job Bulletins until after the receipt of a signed G714 or an approved change order. Changes in the Contract Sum will only be accepted if the Proposal Request is clearly a modification to the Original Construction

Project Scope or Scope of Work described herein. Refer to Section 01 26 00 "Contract Modification Procedures" for administrative and procedural provisions regarding Cost Proposals.

F. "Construction Change Directive": Job Bulletins indicated as such are intended to direct the Contractor to proceed with the work, recognizing that there will be changes in the Contract Time. Such Job Bulletins must be signed by both the Engineer and the GSD as the Engineer has no authority to direct changes in the contract. Job Bulletins that would potentially result in a change to the Contract Sum will be issued as Proposal Requests as discussed above where the change is clearly a modification to the Original Construction Project Scope or Scope of Work described herein.

1.16. REQUEST FOR INFORMATION (RFI)

A. General: The Drawings are intended to convey the design intent, Scope of Work, and include provisions for most typical and anticipated assemblies and conditions. With the nature of repair projects, not all unique conditions can be known or detailed prior to execution of the Work.

1. The Contractor shall carefully study and compare Contract Documents before proceeding with fabrication and installation of Work and shall promptly advise the Engineer of any error, inconsistency, omission, or apparent discrepancy discovered.

2. Immediately on discovery of conditions that differ from or conflict with the Contract Documents or when additional information or interpretation of the Contract Documents is required, the Contractor shall submit an RFI to the Engineer in the form specified.

(a) All RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.

(b) Coordinate and submit RFI in a prompt manner so as not to avoid delays in Contractor's work or work of subcontractors.

B. Form: Contractor shall use the RFI form and Log acceptable to the GSD and Engineer. The form is intended to be completed electronically and emailed to the Engineer and GSD or uploaded to the Project Web Site.

C. Coordination:

1. Contractor shall allot time in the construction scheduling for liaison with Engineer for handling queries and clarifications. Contractor shall coordinate and submit RFIs in a prompt manner so as to avoid delays in Work.

2. The GSD reserves the right to require the Contractor to reimburse the GSD for additional fees from the Engineer and Engineer's Consultants for performing review services for the Contractor if Engineer is able to respond to a RFI by making specific reference to a Drawing Sheet or Specification Section.

3. The performance of any Work which is executed without prior direction from the Engineer, either provided within the Contract Documents or provided within subsequent written direction, shall be the sole responsibility of the Contractor.

4. On receipt of Engineer's response, Contractor shall update the RFI log and immediately distribute the RFI response to affected parties.

D. Engineer's Action: Engineer will review each RFI, determine action required, and formally respond. Engineer will attempt to respond to request by date indicated on the RFI. Allow ten working days for Engineer's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.

1. Engineer will review RFIs to determine whether they are RFIs as defined herein. If the Engineer determines that the document is not an RFI, or the form is incomplete, it will be returned to the Contractor, un-reviewed as to content, for resubmittal in the proper manner.
2. If the Contractor submits an RFI pertaining to an activity within a duration of ten working days or less until the date the information is necessary to perform the work, or at the point at which the information is necessary to avoid delay or extra costs, the Contractor shall not be entitled to any time extension or additional costs due to the time it takes the Engineer to respond to the request, provided that the Engineer responds within the ten business days or additional time the Engineer determines is required to review and formally respond to the RFI.
   (a) Response requiring complicated or extensive design, calculations, coordination, or scope changes could require additional time to develop a formal response. If the Engineer determines that a longer time is necessary to respond to the RFI, the Engineer will notify the Contractor within five business days of receipt of the RFI.
3. Engineer’s action may include a request for additional information, in which case Engineer's time for response will start again after receipt of additional information.
4. In the event the response by the Engineer is not made in the time set forth in this Specification, the Contractor shall immediately notify the Engineer in writing of any responses that are needed to avoid delay or extra costs in connection with the project. The Contractor shall not be entitled to any extension of time or additional costs unless such immediate written notification is made.
5. The following RFIs will be returned without action:
   (a) Requests for approval of submittals.
   (b) Requests for approval of substitutions.
   (c) Request 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 Engineer’s actions on submittals.
   (g) Incomplete RFIs or RFIs with numerous errors.
   (h) Direction on means, methods, scheduling, sequences, or safety procedures.

6. Engineer's response may result in a change to the Contract Time or the Contract Sum. Contractor may be eligible to submit a Change Proposal in accordance with Section 01 26 00 "Contract Modification Procedures" based on the Engineer's response to the RFI.
   (a) If the Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer and the GSD in writing within five days of receipt of the RFI response and prior to commencing the Work.
7. Contractor to notify the Engineer and GSD within three days of receipt of response if Contractor disagrees with response.

E. RFI Content: Include a detailed, legible description of the item needing information or interpretation and the following:
1. Project name.
2. Date.
3. Name and address of Contractor.
4. Name and address of Engineer.
5. RFI number, assigned sequentially.
6. Drawing number and detail references.
7. Technical reference from the Technical Specifications included on the Drawings.
8. Field-verified dimensions and conditions.
9. Contractor's suggested resolution. If Contractor's resolution impacts the Contract Time or the Contract Sum, Contractor shall state the impact in the RFI.
10. Contractor's signature.
11. Attachments, as applicable. Include sketches, descriptions, measurements, photographs, product data, shop drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

F. RFI Log Content: Contractor shall maintain in the field office a printed copy of the RFI Log indicating current status of each item. RFI Log shall also be available electronically on the Project Web Site. RFI Log shall indicate:
1. Project name.
2. Name and address of Contractor.
3. Name and address of Engineer.
4. RFI number, assigned sequentially including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Engineer's response was received.

8. Note indicating if modifications or changes to the Contract Documents are required per RFI response indicating the applicable Job Bulletin.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

NOT USED.

END OF SECTION 01 31 00

SECTION 01 32 00

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.01. RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), State of West Virginia Supplementary Conditions to the Standard Form of Agreement Between Owner and Contractor (AIA A201-2017), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02. SUMMARY

A. This section includes the following:

1. Submittals Schedule.
2. Construction Photographs.
3. Material Location Reports.
4. Daily Construction Reports.
5. Site Condition Reports.
6. Special Reports.

1.03. RELATED SECTIONS

A. Section 01 29 00 – “Payment Procedures”

B. Section 01 31 00 – “Project Management and Coordination”

C. Section 01 32 13 – “Scheduling of Work”

D. Section 01 32 33 – “Photographic Documentation”

E. Section 01 33 00 – “Submittal Procedures”

1.04. SUBMITTALS

A. Submittal Schedule: Submit submittal schedule in accordance with Section 01 33 00 “Submittal Procedures.”

B. Material Location Reports: Submit documentation of material location for materials stored off-site to be in a bonded storage warehouse and so noted with each application for payment, as applicable, in accordance with Section 01 29 00 “Payment Procedures.”

C. Submission of the following information can be done utilizing the Project Web Site as outlined in Section 01 31 00 “Project Management and Coordination.”

1. Preconstruction, Weekly, and Post-Construction Photographs: Submit progress photographs in accordance with Section 01 32 33 “Photographic Documentation.”

2. Daily Construction Reports: Submit copies of the week's daily reports.
3. Site Condition Reports: Submit reports at time of discovery of differing conditions. Include RFI if conditions require additional instructions.
4. Construction Schedule Revisions: Submit updates to the construction schedule at regular intervals as construction progresses. Submit revisions with revision date indicated on the schedule.

D. Special Reports: Submit documentation at time of unusual event to the Engineer and the GSD.

PART 2 - PRODUCTS

2.01. SUBMITTALS SCHEDULE

A. Prepare Submittal Schedule in accordance with Section 01 33 00 "Submittal Procedures"

B. The Submittal Schedule shall be integrated into the construction schedule in accordance with Section 01 32 13 "Scheduling of Work."

C. Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabricating, and delivery when establishing dates.

D. Coordinate Submittals Schedule with list of Subcontracts, the Schedule of Values, and Contractor's Construction Schedule.

2.02. CONSTRUCTION PHOTOGRAPHS

A. Construction photographs used to document construction progress shall be in accordance with Section 01 32 33 "Photographic Documentation."

2.03. REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project Site:

1. List of Subcontractors on site.
2. Approximate count of personnel on site.
3. Equipment at site.
4. Material deliveries.
5. High and low temperatures and general weather conditions.
6. Accidents.
7. Meeting and significant decisions.
8. Unusual events (refer to applicable special reports).
9. Stoppages, delays, shortages, and losses.
10. Meter readings and similar recordings.
11. Emergency procedures.

12. Orders and requests of authorities having jurisdiction.
13. Change Orders received and implemented.
14. Construction Change Directives received and implemented.
15. Incidents involving public or building occupants, specifically harassment.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial Completion and occupancies.
19. Substantial Completions authorized.
20. Work performed, including deliveries and placement reports.

B. Material Locations Reports: At monthly intervals, prepare a comprehensive list of materials delivered to and stored at project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from project site. For materials stored away from the project site, include the following categories for stored materials:

1. Material stored prior to previous report and remaining in storage.
2. Material stored prior to previous report and since removed from storage and installed.
3. Material stored following previous report and remaining in storage.

C. Site Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit such report with an RFI, if required. Include a detailed description of the differing conditions, together with recommendations for addressing such differences.

D. Special Reports: Submit special reports directly to GSD within one day of occurrence. Distribute copies of report to parties affected by the occurrence.

1. Reporting Accidents: When an accident occurs at project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons injured, witnesses, first responders, hospital, or clinic where injured was treated. Notify GSD immediately when an accident resulting in an injury occurs.

PART 3 - EXECUTION

3.01. CONSTRUCTION PROGRESS

A. Contractor to update the Project Web Site at reasonable intervals in accordance with Section 01 31 00 “Project Management & Coordination.”

1. Submittals, photographs, and reports should be uploaded to the Project Web Site within twenty-four hours of being generated.
2. Contractor’s Construction Schedule should be uploaded to the Project Web Site whenever revisions are made.

B. Contractor to maintain a submittal schedule through the Project Web Site that includes the status of all submittals, includingw:

1. Date Submitted to Engineer
2. Due Date to return to Contractor
3. Date Returned to Contractor from Engineer
   (a) Action required from Engineer's response, if applicable

C. Contractor to maintain records of all reports generated during the period of construction through the Project Web Site.

D. Contractor to update Contractor's Construction Schedule in accordance with Section 01 32 13 "Scheduling of Work."

END OF SECTION 01 32 00

SECTION 01 32 13

SCHEDULING OF WORK

PART 1 - GENERAL

1.01. RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), State of West Virginia Supplementary Conditions to the Standard Form of Agreement Between Owner and Contractor (AIA A201-2017), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02. SUMMARY

A. This section includes provisions for developing, submitting, updating, and maintaining a construction schedule, including:

1. Preliminary Construction Schedule
2. Contractor's Construction Schedule

B. This section includes general considerations for scheduling of work.

1.03. RELATED SECTIONS

A. Section 01 14 00 – "Work Restrictions & Use of Site"

B. Section 01 26 00 – "Contract Modification Procedures"

C. Section 01 29 00 – "Payment Procedures"

D. Section 01 32 00 – "Construction Progress Documentation"

E. Section 01 33 00 – "Submittal Procedures

F. Section 01 40 00 – "Quality Requirements"

1.04. 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. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

C. Normal Weather Conditions: Normal weather does not mean statistically average weather but rather means a range of weather patterns which might be anticipated based

on weather conditions and shall be determined from the public historical records available, including the U.S. Department of Commerce, Local Climatological Data Sheets, National Oceanic and Atmospheric Administration/ Environmental Data and Information Services, National Climatic Center, and National Weather Service. The data sheets to be used shall be those for the locality or localities closest to the Project Site.

1.05. SUBMITTALS

A. Preliminary Construction Schedule: Contractor shall submit Preliminary Construction schedule to the GSD and the Engineer within 72 hours of Notice to Proceed. Schedule shall be as detailed as possible. The Preliminary Construction Schedule shall include the following milestones:

1. Notice to Proceed
2. Site Mobilization
3. Substantial Completion
4. Final Completion
5. Anticipated shutdown of existing building systems

B. Contractor's Construction Schedule: Contractor shall submit detailed Construction Schedule no more than five business days after the Preconstruction Conference, but prior to the first progress meeting.

1.06. GENERAL REQUIREMENTS

A. The Contractor's proposed Construction Schedule shall be subject to re-evaluation on a regular basis to verify work actually performed is on schedule for the substantial completion date.

1. Time for the following tasks shall be accounted for in the durations of the Contractor's proposed Construction Schedule:

(a) Time for submittal review and approval prior to such work being installed.

(b) Time for Engineer observations.

(c) Time for RFI and RFI Responses.

B. The Contractor's detailed Construction Schedule shall indicate each step of demolition and construction, with trades involved, coordination required, and extent of completion to be accomplished.

C. The Contractor's detailed Construction Schedule shall clearly indicate scope and time period, as required by the GSD for scheduling building activities. All schedule conflicts shall be resolved by the close of the Preconstruction Meeting with a final written schedule provided by the Contractor within five days thereafter.

D. The Contractor shall take into consideration normal weather conditions when developing the Construction Schedule. No additional compensation will be paid to the Contractor because of adverse weather conditions; however, an extension of time for abnormal weather will be considered by the GSD under the following conditions:

1. The request for additional time shall be further substantiated by weather data collected during the period of delay at the Project Site. Said data must demonstrate that an actual departure from normal weather occurred at the Project Site during the dates in question.
2. A request for extension of time based on abnormal weather must be made in writing within five calendar days of the completion of the calendar month during which abnormal weather is claimed at the Project Site. The request must be accompanied by evidence supporting the request including both historical data and the recordings at the Project Site during the time of delay.

E. The Contractor shall account for local conditions, availability of materials, equipment, and labor, and any other factors which may affect the performance of the work when developing the Construction Schedule.

F. The Contractor shall develop the Construction Schedule such that Final Completion of the Work will be achieved no later than fifteen days after achieving Substantial Completion.

1.07. COORDINATION

A. When scheduling, the Contractor shall prepare a detailed Construction Schedule for coordinating the work with the building occupancy and activities, indicating dates for beginning and completing each operation and item of work as the Contractor proposes to pursue the work.

B. The flow of work shall be planned and coordinated to begin and complete work at each work location in a continuous flow of work activity.

C. Work shall be scheduled to take full advantage of time available and to follow each work effort with the next work operation as quickly as curing times, drying times, proper project management and coordination, and good workmanship will permit.

D. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

E. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of Subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from parties involved.
2. Coordinate each construction activity in the network with other activities and schedule in proper sequence.

F. Temporary Egress: Temporary closures of egress doors shall be coordinated with the State Fire Marshall and the GSD. All proper signage, at both the interior and exterior of the Capitol, shall be installed and inspected prior to the closure of any entrance directing pedestrians to the alternate entrances.

1. Any changes to the means of ingress or egress shall be approved in writing by the GSD prior to implementation. Requests for changes to the ingress and egress shall be submitted to allow no less than seven calendar days for GSD review. Any

changes to the accessible route shall be included with an updated project schedule. If required, interior signage shall be revised to accurately indicate egress and will need to be approved in writing by the GSD.

G. Coordinate any temporary shutdown of mechanical, electrical, or plumbing systems required to execute the work. Requests for shutdown of such systems shall be submitted to allow no less than seven calendar days for GSD review. If requested by the GSD, provide temporary utility accommodations during a temporary shutdown.

H. Coordinate existing utility interruptions with the GSD that are required to execute the work. Requests for interruptions to existing utilities shall be submitted in writing to allow no less than fourteen calendar days for GSD review.

1. Do not proceed with utility interruptions without GSD's written permission.

1.08. PROJECT SPECIFIC SCHEDULING REQUIREMENTS

A. Overtime, night-work, or weekend work either required by the original construction schedule or required by the Contractor's failure to maintain the project according to schedule shall not be grounds for any Contract Modifications including change in contract amount or contract time.

B. A minimum of seven days will be required to obtain security clearances and undergo fingerprinting for all Contractor personnel in accordance with Section 01 14 00 – "Work Restrictions and Use of Site." An additional three days will be required to obtain access card once security clearance has been received by the Division of Protective Services.

C. The work shall be conducted in a phased approach such that areas yet to be repaired do not impact repairs that have previously been executed.

1.09. QUALITY ASSURANCE

A. Schedule Development: Project schedule to be developed by a project manager or experienced consultant familiar with all aspects of the project, to include, but not limited to: mobilization requirements, access requirements, project coordination, familiarity with installation requirements to develop accurate durations for activities, quality control oversight, testing and inspection requirements, and closeout requirements.

1.10. PROJECT MILESTONES

A. Notice to Proceed: January 2022

B. Substantial Completion: 60 calendar days prior to Final Completion.

C. Final Completion: 210 calendar days from Notice to Proceed.

1. All work, including all punch list items, must be complete prior to this date.

PART 2 - PRODUCTS

2.01. PRELIMINARY CONSTRUCTION SCHEDULE

A. Preliminary Construction Schedule shall follow the requirements for the Contractor's Construction Schedule and represent the Contractor's intended final Construction

Schedule. Only after comments from the GSD and the Engineer have been incorporated will this be considered the Contractor's Construction Schedule.

2.02. CONTRACTOR'S CONSTRUCTION SCHEDULE

A. General: Contractor's Construction Schedule shall be comprehensive in nature and clearly indicate Scope of Work and time period. Contractor shall prepare a detailed sequence of operations for coordinating and executing the work, indicating dates for beginning and completing each operation and item of work as the Contractor proposes to pursue the work.

1. The flow of work shall be planned and coordinated to begin and complete work at each work location in a continuous flow of work activity.
2. Work shall be scheduled to have the least impact to occupants as possible and in a manner that the work is continuous in each space once the occupant is relocated.
3. Work shall be scheduled to take full advantage of time available and to follow each work effort with the next work operation as quickly as curing times, drying times, proper project management and coordination, and good workmanship will permit.
4. The Contractor's Construction Schedule shall be subject to re-evaluation on a regular basis to verify work actually performed is on schedule for the completion date required by the GSD.
5. The Contractor's Construction Schedule shall indicate each step of demolition and construction, with trades involved, coordination required and extent of completion to be accomplished.
6. Overtime work shall not be included in the Contractor's Construction Schedule unless approved by the GSD in writing.
   (a) Contractor's construction schedule should incorporate work hours beyond normal business hours to address spaces that would have a significant disruption to building occupants.
7. Contractor's failure to maintain the project according to schedule shall not be grounds for any Contract Modifications including change in contract amount or contract time.

B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early or late completion date, unless specifically authorized by approved Change Order.

C. Format: Gantt-Chart Schedule unless another format is approved by the GSD.

D. Activities: Treat each phase as a separate numbered activity for each principal element of the Work. Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities.

1. Activity Duration: Define activities so no activity is longer than twenty days, unless specifically allowed by Engineer and GSD.

2. Critical Activities: Identify which activities within the schedule are considered critical path activities.
3. Include estimated time frames for the following activities:
   (a) Submittal Review Activities: Include review and resubmittal times indicated in Section 01 33 00 “Submittal Procedures” in schedule.
      (i) Identify essential submittal packages and submittal approval deadlines
      (ii) Integrate submittal schedule into construction schedule in accordance with Section 01 32 00 “Construction Progress Documentation”
   (b) Procurement of Materials: Include procurement process activities for long lead items and major items, requiring a cycle of more than thirty days, as separate activities in the schedule.
      (i) Purchase of materials.
      (ii) Delivery.
      (iii) Fabrication.
   (c) Mobilization and demobilization.
      (i) Coordinate and allow for time for access provisions to be installed or erected.
   (d) Installation and execution of the Work.
      (i) Identify dates where hidden conditions will be available for observations in order to verify existing conditions. Allow for time for the development of RFIs and RFI responses after each condition is exposed.
      (ii) Include specific days that Work will be conducted in different areas around the building.
   (e) Quality Assurance Activities: Include time for Quality Assurance testing in accordance with Section 01 40 00 “Quality Requirements.”
      (i) Coordinate review of quality control testing and inspections included in each individual technical specification reference as shown on the Drawings.
      (ii) Include time for Engineer observations.
   (f) Work requiring coordination with other entities:
      (i) Utility interruptions.
      (ii) Work by Owner that may affect or be affected by Contractor's activities.
      (iii) Known Capitol events, including any “no work” days or workdays with reduced hours.
      (iv) Identify all planned changes to building egress and occupant access.
   (g) Milestones:
      (i) Award of Contract
      (ii) Notice to Proceed
      (iii) Preconstruction Conference

(iv) Mobilization

(v) Preinstallation Conferences

(vi) Erection of Temporary Barriers & Pedestrian Protection

(vii) Erection of Temporary Weather Enclosure

(viii) Removal of Stonework

(ix) Structural Concrete Demolition

(x) Substantial Completion: Indicate completing in advance of date established for Substantial Completion and allow time for Engineer's administrative procedures necessary for certificate of Substantial Completion.

(xi) Punch List: Include time for punchlist items to be completed prior to Final Completion.

(xii) Final Completion

E. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as outlined below and show how the sequence of Work is affected:

1. Work under more than one Contract: Include a separate activity for each contract.
2. Work Restrictions: Show the effect of the following items on the schedule:
   (a) Coordination with existing construction.
   (b) Coordination with building occupant activities and limitations of continued occupancy.
   (c) Uninterruptible services.
   (d) Seasonal variations.
   (e) Environmental Control.
   (f) Provisions for future construction.
   (g) Limitations to times and period of permitted interior access.
   (h) Use of site restrictions outlined in Section 01 14 00 "Work Restrictions and Use of Site."
3. Work Stages and Phasing: Indicate important stages of construction for each major phase of the Work. Identify where each construction activity within each space must be sequenced or integrated with other construction activities

F. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis to demonstrate the effect of the proposed change on the overall project schedule complying with Section 01 26 00 "Contract Modification Procedures."

PART 3 - EXECUTION

3.01. CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At bi-weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule updates at least

one day before regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made.

B. Distribution: Distribute copies of approved schedule to Engineer, GSD, testing and inspection agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in temporary field offices.
2. Submit updated Construction Schedule with each Application for Payment in accordance with Section 01 29 00 “Payment Procedures.”
3. 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 01 32 13

SECTION 01 32 33

PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.01. RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), State of West Virginia Supplementary Conditions to the Standard Form of Agreement Between Owner and Contractor (AIA A201-2017), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02. SUMMARY

A. This Section includes administrative and procedural requirements for the following:

1. Special Project Coordination for Historical Documentation.
2. Preconstruction photographs.
3. Weekly construction photographs.
4. Post-construction photographs.

1.03. RELATED SECTIONS

A. Section 01 31 00 – “Project Management and Coordination”

1.04. SPECIAL PROJECT COORDINATION

A. Due to the historic nature of the building, additional coordination will be required for photographic documentation with the State Historic Preservation Office (SHPO) and the West Virginia Division of Culture and History.

1. Contractor shall provide access for representatives from SHPO and the West Virginia Division of Culture and History to observe and document construction progress. Access shall also be provided to official State photographers if requested by the GSD.
2. Coordination with SHPO and the West Virginia Division of Culture and History will typically be performed through the GSD.

B. Should artifacts be uncovered during the demolition process that are identified to have historical significance to the building, Contractor shall document the time and location in which such items are found and take photographs of the artifact prior to removal.

1. Contractor to notify the GSD immediately upon finding the artifact. Contractor shall not remove the item until specifically directed to do so by the GSD.
2. GSD will coordinate with SHPO and the Division of Culture and History to determine if additional photographic documentation of the finding should be recorded.

1.05. SUBMITTALS

A. General: Submit a complete set of digital image electronic files, photographs, and videos as a Project Record Document on an external hard. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as the sensor, un-cropped and uncompressed.

1. Include photograph log indicating the locations and condition shown in each photograph.
2. All submitted files shall be compatible with Google Workspace applications.

B. Preconstruction Photographs:

1. Coordinate preconstruction photographic documentation to ensure all existing conditions in and around the Capitol Building and the site are documented. Any existing damages which could be construed to be a result of Construction Activities shall be sufficiently documented prior to mobilization and will be considered as a result of this project without documentation in the form of preconstruction photographs taken prior to mobilization.

C. Weekly Construction Photographs:

1. Submit photographic documentation showing progression of construction and installation of Work. Photographs should be uploaded to the Project Web Site in accordance with Section 01 31 00 “Project Management and Coordination.” Upon completion of the Work, these photographs shall be compiled and submitted on external hard drive.

PART 2 - PRODUCTS

2.01. PHOTOGRAPHIC MEDIA

A. Digital Images: Provide images in uncompressed JPG files, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 4032 by 3024 pixels.

1. Filename Format: Include date and time in filename for each image. The filename for each image shall be formatted as “YYYY-MM-DD_HH:MM_XXXX.jpg” where:

(a) YYYY is the year in four-digit format.

(b) MM is the month in two-digit format.

(c) DD is the day of the month in two-digit format.

(d) HH is the hour, in 24-hour format, including any leading zero.

(e) MM is the minute in two-digit format.

(f) XXXX is a unique number and/or text descriptor of any length assigned to the image.

B. ARCHIVAL MEDIA

1. External Hard Drive: Solid-state external hard drive with sufficient capacity to contain all files uncompressed.

PART 3 - EXECUTION

3.01. GENERAL

A. Take photographs using the maximum range of depth of field and that are in focus, to clearly show the intended conditions. Photographs with blurry or out-of-focus areas will not be accepted.

1. Maintain key plan with each set of construction photographs that identifies each photographic location.

B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

1. Date and Time: Include date and time in filename for each image.

3.02. PRECONSTRUCTION PHOTOGRAPHS

A. Before commencement of work and staging, the Contractor shall perform a preconstruction walkthrough and document existing damage to Capitol Building interiors and exteriors, grounds, and landscaping for the areas that could potentially be impacted by the Contractor. Documentation shall be in the form of digital photographs keyed to Floor Plans, Site Plans, or Elevations. Take digital photographs of existing Project site and existing surrounding properties, including existing items to remain during construction, from different vantage points, and additional areas as directed by the Engineer or GSD. Photographic Documentation shall include the following:

1. Lay down area, staging areas, and locations of temporary access before construction.

2. Documentation of the condition of the existing landscaping.

3. As many photographs as necessary to show existing conditions adjacent to property before commencing the Work.

4. Documentation of existing conditions within each individual room impacted for this project. Documentation should include placement of furniture within the space and indication of any damage to existing walls, ceiling, floors, or items within the space. Any item that becomes damaged during the execution of the work will be considered the responsibility of the Contractor to repair or replace unless photographic documentation of the damage prior to the start of the work can be provided.

5. As many photographs as necessary of the existing buildings either on or adjoining the property to accurately record physical conditions at start of construction.

6. Existing damaged conditions: Photograph all areas around the construction site where existing damages to the building or site are present. Failure to document existing damages will result in the Contractor being responsible for any and all

damages to the site and building not photographically documented as an existing condition.

7. The photographs shall be submitted to the GSD and the Engineer prior to the start of Work.

3.03. PROGRESS PHOTOGRAPHS

A. Take not less than twenty-four digital progress photographs weekly. Select vantage points to show status of construction and progress since last photographs were taken.

1. Photographs shall clearly document installation of details and show the sequencing of the Work.

B. Additional Photographs: Engineer or GSD may issue requests for additional photographs, in addition to weekly photographs specified.

1. Two (2) days' notice will be given, where feasible.
2. In emergency situations, take additional photographs within twenty-four (24) hours of request.
3. Circumstances that could require additional photographs include, but are not limited to, the following:
   (a) Discovery of any unforeseen conditions or unmarked utilities.
   (b) Special events planned at Project site.
   (c) Immediate follow-up when on-site events result in construction damage or losses.
   (d) Substantial Completion of a major phase or component of the work.
   (e) Close out of item reported within an Engineer’s Construction Administration Site Visit Report.
   (f) Extra record photographs at time of final acceptance.
   (g) GSD’s request for special publicity photographs.

END OF SECTION 01 32 33

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01. RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), State of West Virginia Supplementary Conditions to the Standard Form of Agreement Between Owner and Contractor (AIA A201-2017), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02. SUMMARY

A. This section includes the following:

1. Submittal Administrative Requirements.
2. Submittal Log.
3. Submittals.
   (a) Product Data and Manufacturer's Requirements.
   (b) Shop Drawings.
   (c) Samples for Approval.
4. Submittal Procedures.
5. Contractor's Review.
6. Engineer's Action.

1.03. RELATED SECTIONS

A. Section 01 31 00 – "Project Management and Coordination"

B. Section 01 32 13 – "Scheduling of Work"

1.04. DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in the Specifications as Submittals.

B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in in the Specifications as Informational Submittals.

1.05. SUBMITTALS

A. Submittal Schedule: Prepare and submit a submittal schedule, arranged in chronological order by dates required by construction schedule and critical path in accordance with Section 01 32 13 "Scheduling of Work." 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 the Engineer and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontractors, schedule of values, and Contractor's construction schedule.
2. Format: Arrange the following information in tabular format:
   (a) Specification section number
   (b) Scheduled date for first submittal.
   (c) Scheduled date for Engineer's final release or approval.
   (d) Description of Work covered.
   (e) Name of subcontractor.
3. Submit submittal schedule on or before the Preconstruction Conference in accordance with Section 01 31 00 "Project Management and Coordination."

1.06. SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Engineer's Digital Data Files: Electronic digital data files of the Contract Drawings can be provided by the Engineer for Contractor's use in preparing submittals upon request.
   1. Engineer will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.
   2. Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
   3. Digital Drawing Software Program: The Contract Drawings are available in AutoCAD file format
   4. Contractor shall execute a data licensing agreement in the form of an Agreement form acceptable to Engineer and GSD.

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 work type 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 work type as separate packages under separate transmittals.
   4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
   5. The Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time in the Construction Schedule for submittal review, including time for resubmittals. Time for review shall commence on Engineer's receipt of submittal. Submittals received after 1:00 PM will be considered as received the following business day. 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 ten business days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow ten days for review of each resubmittal.
4. Sequential Review: Where sequential review of submittals by Engineer's consultants, GSD, or other parties is indicated, allow five days for each party's initial review of each submittal.
5. Additional Review Time: Complicated, complex, or very detailed submittals may require longer for review.
   (a) When Contractor has submitted multiple submittal packages within the same review period, review of all packages within the same period may not be possible. Contractor should identify those packages that are most critical, and Engineer will make every effort to review those packages first.

D. Electronic Submission: Assemble submittal package into a single, indexed file incorporating submittal requirements referenced in the technical Specification section and transmittal form with links and bookmarks enabling navigation to each item.

1. Electronic submissions should be through the Project Web Site.
2. Name file with a number or unique identifier, including revision identifier. File name can match that of the Submittal Number and Title.
3. Transmittal Form: Include a transmittal form with each submittal including the following identification information:
   (a) Indicate name of firm or entity that prepared each submittal on label or title block.
   (b) Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings.
   (c) Include the following information for processing and recording action taken:
      (i) Project name.
      (ii) Date.
      (iii) Name of Engineer.
      (iv) Name of Contractor.

(v) Name of Subcontractor.

(vi) Name of supplier.

(vii) Name of manufacturer.

(viii) Submittal number and title or other unique identifier, including revision identifier.

(ix) Number and title of appropriate technical Specification section.

(x) Drawing number and detail references, as appropriate.

(xi) Location(s) where product is to be installed, as appropriate.

(xii) Transmittal Method (electronic, post mail, in-person)

(xiii) Other necessary identification.

E. Re-submittals: Make re-submittals in same form and number of copies as initial submittal. Make re-submittals under procedures specified for initial submittals.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Clearly identify changes made since previous submittal.
4. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.
5. Engineer will record time required to review re-submittals after original submittal and first re-submittal.

(a) GSD retains the right to require the Contractor to reimburse GSD for additional charges from the Engineer or Engineer’s Consultants for reviewing a submittal more than two times unless the processing results from approved Change Orders causing revisions to previously approved submittals.

F. Distribution: Furnish copies of submittals approved by the Engineer to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

1. Contractor shall provide each testing and inspection agency one set of approved submittals for their exclusive use in providing specified quality control testing and inspection services.
2. The GSD shall receive copies of all approved submittals, including Shop Drawings and product data.

G. Use for Construction: Retain complete copies of submittals on Project site. Use only final submittals that are marked with approval notation from Engineer.

H. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by the Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations.

Include same identification information as related submittal.

I. Incomplete or Partial Submittals: Engineer will not review partial or incomplete submittals. Complete submittals for each item are required.

1. Engineer will return a submittal without processing if it does not contain Contractor's stamp; it is not initialed or signed by authorized person; it is not dated; or it becomes evident that they have not been properly reviewed.
2. Submittals will not be considered official until it is complete in every respect.
3. Delays resulting from returned submittals due to being incomplete or partial are the responsibility of the Contractor.

PART 2 - PRODUCTS

2.01. SUBMITTAL LOG

A. Contractor shall maintain a copy of the submittal log indicating current status of each item in the field office and an electronic copy on the Project Web Site in accordance with Section 01 31 00 "Project Management and Coordination."

B. Submittal Log Format: Arrange the following information in a tabular format:

1. Scheduled date for first submittal.
2. Technical Specification section number and title.
3. Submittal category: Action or Informational.
4. Name of Subcontractor.
5. Description of the Work covered.
6. Scheduled date for Engineer's final release or approval.

2.02. SUBMITTALS

A. General: Submittal shall include information as specified in each individual technical Specification section as needed to show the products and procedures used for the Project are in compliance with the Contract Documents.

1. Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will discard submittals received from sources other than Contractor.
2. Options: Identify options requiring selection by the Engineer.
3. Deviations: Identify deviations from the Contract Documents on submittals.
4. Transmittal shall include references to Drawing Details and locations where product is to be installed, as appropriate.

B. Product Data and Manufacturer's Instructions Submissions: Collect information into a single submittal for each element of construction and type of product or equipment. Include all product information required to show compliance with performance requirements outlined in each individual Specification section.

1. General: If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data. Mark each copy of each submittal to show which products and options are applicable.
2. Product Data: Include the following product data 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.
   (i) Material compatibility.
   (j) Warranty information.
3. Manufacturer’s Instruction: When required in individual technical Specification sections, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for product data.
   (a) Identify conflicts between manufacturer's instructions and Contract Documents.
   (b) All data, instructions, and technical bulletins shall be the most current version of the documents available from the manufacturer.
4. Submit Product Data and Manufacturer’s Instructions before or concurrent with submission of Samples for Approval.

C. Shop Drawing Submissions: Where required by individual Specification section or necessary to coordinate the work of overlapping or adjacent trades, include coordinated Shop Drawings that clearly convey installation of products and methods for specified systems. Product Data Submissions should accompany all Shop Drawing Submissions to provide additional information on products included in Shop Drawings.
1. Provide project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents.
2. 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 measurements.

(f) Relationship and attachment to adjoining construction clearly indicated.

(g) Seal and signature of Professional Engineer if specified.

3. Contractor shall submit complete sets of each Shop Drawing package in a single organized file.
4. Contractor shall present all drawings in a clear and consistent manner. Each drawing shall contain the project name and number; identify each element of the drawings by reference to sheet number and detail or schedule of the Contract Documents.
5. Contractor shall show details, materials, dimensions, thickness, methods of assembly, attachments, relation to adjoining Work, and other pertinent data and information.
6. Shop Drawings shall be developed based on field verified dimensions. Contractor shall verify dimensions and field conditions and clearly indicate both.
7. Contractor shall not use Contract Drawings for Shop Drawings and shall provide original Shop Drawings with changes from Contract Drawings clearly indicated.
8. No item shall be marked as “By Others” or similarly. Each item shall be called out and coordinated between various trades or Subcontractor’s Shop Drawings.
9. Contractor shall allot time in construction scheduling for Engineer to review Shop Drawings.

(a) Where Shop Drawings include design calculations and/or unique and atypical conditions, review of Shop Drawings may require more than the specified ten business days for Engineer’s review.

D. Submission of Samples for Approval: Where required by individual technical Specification sections, Contractor to submit physical samples of products to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate samples submittals for interfacing work.

1. Approval of submittal will be required by both the Engineer and the GSD.
2. Include identification on each sample, with full project information.
3. Submit the number of samples specified in individual technical Specification sections.
4. Transmit Samples that contain multiple, related components such as accessories, together in one submittal package.
5. Identification: Attach label on unexposed side of Samples that includes the following:

(a) Generic description of Sample.

(b) Product name and name of manufacturer.

(c) Sample source.

(d) Number and title of applicable Technical Specification section.

6. Provide corresponding electronic submittal of Sample transmittal, including digital image file illustrating Sample characteristics, and identification information for record.
7. Submit Product Data and Manufacturer's Instructions before or concurrent with submission of Samples for Approval.
8. Schedule finish sample submittals for aesthetic approval at least fourteen days before purchase, fabrication, or assembly.
9. Types of Samples:
   (a) 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.
   (b) 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.

PART 3 - EXECUTION

3.01. SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Technical Specification sections.
   1. Submittals: Shall be electronic files that are posted to the Project Web Site.

B. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
   1. When required by individual Technical Specification section, submit manufacturer's certificate, in duplicate, indicating that the submitted product meets or exceeds specified requirements.
   2. Certificates shall contain the most recent test results on material or product.

3.02. CONTRACTORS REVIEW

A. Action 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 submitting to Engineer.
   1. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, technical Specification section title and number, name of reviewer, date of Contractor's approval, and statement

certifying the submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.03. ENGINEER'S ACTION

A. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or revisions required, and provide a formal response. Engineer will indicate one of the following actions:

1. Approved: The Engineer takes no exceptions to the documentation submitted.
2. Approved as Noted: The Contractor is advised that fabrication, manufacturing, purchasing, and/or construction may proceed based on this submittal provided that the work is in compliance with the Contract Documents.
3. Revise and Resubmit: The Contractor is advised that fabrication, manufacturing, purchasing, and/or construction may not proceed based on this submittal. Provide revised submittal based on the comments herein, until such time that "Approved as Noted" or "Approved" is received from the Engineer.
4. Rejected / Resubmit: The Contractor is advised that fabrication, manufacturing, purchasing, and/or construction may not proceed based on this submittal. Provide new submittal which is in compliance with the Contract Documents until such time that "Approved as Noted" or "Approved" is received from the Engineer.
5. Not Reviewed / No Action Taken: Contractor is advised that this submittal has not been reviewed.
6. Not Submitted: Contractor is advised that the Contract Documents require a submittal for this Work. Provide a submittal which is in compliance with the Contract Documents until such time that "Approved as Noted" or "Approved" is received from the Engineer.
7. Color Selection Required: The Contractor is advised that color selections for the entire project, or portion thereof, will be provided after receipt of all color charts and required samples for the Project or for that component, if so noted.

B. Informational Submittals: Engineer will review each submittal and will return acknowledging receipt.

C. Partial submittal prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from the Engineer.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Submittals not required by the Contract Documents will be returned by the Engineer without action.

END OF SECTION 01 33 00

SECTION 01 35 43

ENVIRONMENTAL PROCEDURES

PART 1 - GENERAL

1.01. RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), State of West Virginia Supplementary Conditions to the Standard Form of Agreement Between Owner and Contractor (AIA A201-2017), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02. SUMMARY

A. This section includes the following:

1. Environmental Protection.
2. Hazardous Materials Abatement.

1.03. RELATED SECTIONS

A. Section 01 50 00 – “Temporary Facilities and Controls”

1.04. DEFINITIONS

A. ACM – Asbestos-containing material

1.05. GENERAL REQUIREMENTS

A. The Contractor shall be responsible for enforcing the environmental protection, safety, and health provisions of these specifications. The Contractor shall comply with the requirements of the Occupational Safety and Health Administration, the West Virginia State Building Code, and other applicable local, state, and federal requirements.

B. The Contractor is solely responsible for the effect of all environmental, safety, and health plans for this project.

1.06. SUBMITTALS

A. Environmental Protection Plan: Contractor shall submit a written plan for the environmental protection procedures outlined herein. This plan can be incorporated into the required Safety Plan in Section 01 50 00 “Temporary Facilities and Controls,” as several of these topics overlap in scope. The written plan should include the following elements:

1. Waste disposal
2. Spill containment
3. Erosion and Sediment Control
4. Tree Protection
5. Temporary Controls
   (a) Dust Control
   (b) Noise Control
   (c) Security Control
   (d) Traffic Control
6. Fire Protection

B. Hazardous Materials Abatement Plan: In the event that hazardous materials are uncovered during the course of construction, the Contractor shall immediately submit a written plan for abatement of such hazardous materials. This plan should include methods for identifying hazardous materials, methods for properly abating or removing, and methods for ensuring it is safe to resume working in and around hazardous materials. The plan should also include a hazards communication plan in accordance with local, state, and federal requirements. The plan should also take into consideration the potential for hazardous materials to have contaminated adjacent building materials that may require additional testing and subsequent abatement.

1.07. ENVIRONMENTAL PROTECTION

A. Waste Disposal: The Contractor shall be responsible for the proper disposal of all solid, liquid, and gaseous contaminants in accordance with all federal, state, and local laws and regulations.

B. Spill Containment: The Contractor shall be responsible for providing an acceptable means of spill containment for all fuel and hazardous liquids stored at the site. The method of spill containment shall be designed such that accidental discharge of the liquid shall be contained before entering any drains connected to sewers.

C. Erosion and Sediment Control: The Contractor shall be responsible for protecting all storm water catch basins, storm water drain inlets, and other storm water management apparatuses from excessive increases in peak runoff or from runoff containing construction debris, dust, or dirt.

   1. Contractor shall be fully responsible for inspecting, restoring, and cleaning such apparatuses should protection measures fail or be insufficient.

D. Tree Protection: The Contractor shall be responsible for the protection of trees in and around the Contractor laydown areas, including tree root systems.

   1. See Section 01 50 00 “Temporary Facilities and Controls” for requirements on tree protection.

E. Temporary Controls: See Section 01 50 00 “Temporary Facilities and Controls” for requirements for the following temporary controls:

1. Dust Control
2. Noise Control
3. Security Control
4. Traffic Control
5. Vibration Control

1.08. FIRE PROTECTION

A. Refer to Section 01 50 00 “Temporary Facilities and Controls.”

1.09. HAZARDOUS MATERIALS

A. Copies of material safety data sheets (MSDS) for all hazardous chemicals used in the Work shall be kept at the site and shall be available for the Engineer’s inspection.

1. In the event it is not practical to maintain MSDS information at the site (for example, if all tools and equipment are removed from the site after each work shift), then the Contractor shall have the MSDS information readily available.

B. The Contractor is responsible for training all employees in the safe use of hazardous chemicals.

C. All hazardous materials created by the Work shall be disposed of by the Contractor off site in accordance with all applicable regulations.

1.10. ASBESTOS

A. The Contractor shall not use asbestos-containing materials in the work, either as consumable materials or materials incorporated into the Work.

B. There is a possibility that asbestos-containing materials are present within the existing concrete stair slab or in the waterproofing membrane. The concrete stair slab and waterproofing membrane shall be tested for presence of ACM.

1. Immediately notify the GSD and the Engineer of the results of the ACM testing.

C. Immediately notify the GSD and the Engineer if locations containing asbestos are identified.

D. Should locations containing asbestos be identified, the Contractor shall follow requirements of the State of West Virginia Department of Health and Human Resources, Bureau for Public Health and Office of Environmental Health Services.

(a) Comply with all required notifications and procedures for abatement, demolition, or renovation of projects containing asbestos.

E. In the event that abatement of asbestos containing material is necessary, abatement work shall be performed in accordance with all local, state, and federal requirements, to include Occupational Safety and Health Administration (OSHA) requirements. Regulation of asbestos exposure and removal of materials containing asbestos is specifically outlined in OSHA Standard 29 CFR 1910.1001 and 1926.1101.

1. Execution of Work shall be considered “Class I Asbestos Work” in accordance with OSHA Standard 29 CFR 1926.1101 which involves the removal of thermal system

insulation, surfacing asbestos containing material, and presumed asbestos containing materials.

2. A competent person who is specifically trained from a training course which meets the criteria of the Environmental Protection Agency's (EPA) Model Accreditation Plan (40 CFR 763) must supervise the work relating to the asbestos.
3. General Requirements:
   (a) Execution of the work shall be within regulated areas:
      (i) Critical barriers shall be placed over all the openings to the regulated areas. Additional methods shall be used to prevent the migration of airborne asbestos from regulated areas.
      (ii) All objects within regulated areas are to be covered with an impermeable drop cloth or plastic sheeting which is secured by duct tape or an equivalent.
      (iii) Ventilate the regulated area as required.
   (b) Verify all HVAC systems are isolated in the regulated area by sealing with a double layer of 6 mil plastic (or equivalent).
   (c) Impermeable drop cloths shall be placed on surfaces below removal activity.
4. Control Methods for removal: Contractor to execute a control method for removal of asbestos containing materials in accordance with local, state, and federal regulations.

1.11. LEAD ABATEMENT

A. The Contractor shall not use any materials containing harmful levels of lead, either as consumable materials or materials incorporated into the Work.

B. Lead-Based Paint: In the event the Contractor encounters paint that may contain lead, the Contractor shall perform testing to determine if the levels of lead exceed the limits that are harmful.

1. If harmful levels of lead are found in the existing elements and is disturbed for the work, the lead shall be removed prior to any other work being performed in this area. The Contractor shall coordinate removal and disposal of lead materials with the GSD following the approved safety plan procedures. Do not proceed with any demolition until the GSD has given notice that proceeding with demolition work is permitted.
2. The paint on the existing steel beams has not been tested and shall be assumed to contain lead until testing is conducted. Contractor shall test for the presence of lead on all painted existing original members.

C. Contractor to follow requirements of the State of West Virginia Department of Health and Human Resources, Bureau for Public Health, and Office of Environmental Health Services.

1. Comply with all required notifications and procedures for abatement, demolition, or renovation of projects containing lead.

1.12. MOLD REMEDIATION

A. General: If mold is found in the existing elements and is disturbed for the work, the mold shall be removed prior to any other work being performed in this area. The Contractor shall coordinate removal and disposal of mold with the GSD following the approved safety plan procedures. Do not proceed with any demolition until the GSD has given notice that proceeding with demolition work is permitted.

B. General Requirements:

1. Follow OSHA and ANSI/IICRI S520 procedures for mold remediation.
2. Small isolated areas (10 sq. ft. or less) and mid-sized isolated areas (10 to 30 sq. ft.):
   (a) Work area should be unoccupied.
   (b) Use dust suppression methods prior to remediation.
   (c) Clean and remove materials that are mold damaged and seal in plastic bags.
3. Large isolated areas (30 to 100 sq. ft.):
   (a) Develop a remediation plan.
   (b) Consult with environmental health and safety professionals prior to remediation.
   (c) Work areas and areas adjacent should be unoccupied.
   (d) Contain dust and debris by covering surfaces in work area and adjacent areas.
   (e) Seal ventilation ducts.
   (f) Use dust suppression methods prior to remediation.
   (g) Clean and remove materials that are mold damaged and seal in plastic bags.
   (h) Work and surrounding areas should be HEPA vacuumed and cleaned.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

NOT USED.

END OF SECTION 01 35 43

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01. RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), State of West Virginia Supplementary Conditions to the Standard Form of Agreement Between Owner and Contractor (AIA A201-2017), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02. SUMMARY

A. This section includes:

1. Use Charges
   (a) Water
   (b) Electric Power
2. Site Control
   (a) Security Control
   (b) Traffic Control
   (c) Access Roads
   (d) Temporary Access Drives
3. Temporary controls
   (a) Dust Control
   (b) Noise Control
   (c) Vibration Control
   (d) Fire Protection Control
4. Temporary Materials and Equipment
5. Temporary Construction Field Offices
6. Temporary Storage and Fabrication Areas
7. Temporary Sanitary Facilities
8. Temporary Access Drive Materials
9. Directional Signage
10. Temporary Installation
11. Protection of Work
12. Tree protection

13. Cleaning, Removal and Restoration

1.03. RELATED SECTIONS

A. Section 01 14 00 – "Work Restrictions and Use of Site"

B. Section 01 31 00 – "Project Management and Coordination"

C. Section 01 56 00 – "Temporary Barriers and Enclosures"

1.04. DEFINITIONS

A. Tree Protection Zone: Area surrounding individual trees or groups of trees to remain protected during construction and defined by the drip line of individual trees or the perimeter drip line of groups of trees, or lesser perimeters otherwise indicated.

1.05. REFERENCES

A. ADA 2010: "ADA Standards for Accessible Design"

B. ICC A117.1-18: "Accessible and Usable Buildings and Facilities"

C. ASTM F567-14a: "Standard Practice for Installation of Chain Link Fence"

1.06. QUALITY ASSURANCE

A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including, but not limited to:

1. General and Supplemental General Conditions
2. West Virginia State Building Code
3. Health and safety regulations
4. Police, Fire Department, and Rescue Squad rules

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

1.07. SUBMITTALS

A. Safety Plan: Contractor must develop safety plan for the duration of the construction.

1. Safety Plan should highlight specific high-risk activities and detail the safety considerations, identify the potential hazard, and describe implementation measures to address hazards.
2. Safety Plan should provide site specific information for responding to an emergency when working from heights with limited access.
   (a) Ensure that appropriate first responders have been notified of scope of project and verify the ability to access all work areas in the event a rescue is required.
3. Safety Plan should identify and provide contact information for designated safety personnel and alternates in case of primary personnel absence.
4. Safety Plan should identify typical site safety requirements, to include appropriate Personal Protection Equipment (PPE) for all tasks to be completed as part of the Scope of Work.

5. Safety Plan shall contain a narrative describing measures for fall protection where necessary and safety provisions for the Work.
6. Safety Plan shall follow guidelines of "Jobsite Safety Handbook" for the Department of Administration and the General Services Division.
7. Contractor is responsible for complying with all safety, health, and sanitation laws.
8. Contractor shall submit a copy to the GSD Project Manager prior to starting work.
9. Contractor shall notify GSD when outside safety agencies including Fire Marshall and OSHA are on site.

B. Site Use Plan: Contractor shall submit a detailed site use plan. Plan shall clearly convey the intended locations, extents, materials, and execution of the following items:

1. Temporary tree protection.
2. Temporary access drives.
3. Temporary barriers and construction fencing.
4. Temporary protection for flooring and interior finishes.
5. Temporary weather enclosure and access support structure.
6. Pedestrian Protection/Access.
7. Erosion and sediment protection.
8. Contractor laydown area.
9. Temporary Signage Locations.
10. Site Access including identifying what equipment or methods will be used to access all areas of work.
11. Plan shall identify routes for contractor access and material transport around the site and through the building, if necessary.
12. Plan shall identify paths of ingress and egress and the accessible routes. Plan shall identify any impacts on the pedestrian access routes. The Contractor shall provide signage notifying pedestrians of any closures and for detour routes.

C. Temporary Controls Plan: Contractor shall submit a narrative outlining means and methods for implementing temporary control measures, to include but not limited to, the following:

1. Dust and debris control measures.
2. Noise control measures.
3. Security control measures.
4. Traffic control measures
5. Vibration control measures.
6. Methods for coordination of interruptions to utility services, if necessary. This shall include coordination of shutoff, capping, and continuation of utility services.

1.08. USE CHARGES

A. General: Cost or use charges for temporary facilities are not chargeable to the GSD or Engineer and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:

1. GSD's construction forces.
2. Engineer.
3. Testing agencies.
4. Personnel of authorities having jurisdiction.

B. Sewer Service: Sewer service use charges for sewer usage by all entities paid by GSD.

C. Water Service: Water service use charges for water used by all entities paid by GSD.

1. The GSD will provide the Contractor with existing source(s) of water for construction use. The Contractor is responsible for coordinating work related to temporary water requirements and protecting the building within the limits of available water resources, without compromising the GSD’s need for water.
2. The Contractor is responsible for water conservation and reasonable construction use when utilizing temporary or permanent water supply systems. Should the GSD determine an unreasonable or excessive use of water, the Contractor shall pay for water usage and related sewer costs above the reasonable amount as determined by the GSD. Should the Contractor's use of water required for Work exceed the limits of available water to the building, the Contractor shall reduce water consumed and/or pay for such modifications as required to eliminate compromising the GSD's system ability to meet water requirements for existing services.
3. Contractor is responsible for connecting to the service point or system designated by the GSD and for furnishing, installing, and removing all temporary service required for water during construction, including protection of potable water system.
4. Contractor shall provide extended branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing.
5. Contractor shall remove all temporary piping before completion of the Project.

D. Electric Power Service: Electric power from GSD'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. Contractor is fully responsible for the costs and safety requirements of such connections and extensions.

1. The existing electrical service will remain active for the duration of the project. The GSD will provide the Contractor with electricity for construction use.
2. The Contractor is responsible for coordinating work related to electrical requirements and protecting the building within the limits of available electrical power, without compromising the GSD’s need for electricity.

3. The Contractor is responsible for energy conservation and reasonable construction use of electrical power. The Contractor shall pay for additional power consumption above the reasonable amount as determined by the GSD if the GSD determines that the Contractor has used an unreasonable or excessive amount of electricity. Should the Contractor's use of additional electricity required for Work exceed the limits of available resources in the building, the Contractor shall reduce electricity consumed and/or pay for such modifications as required to eliminate compromising the GSD's system.
4. Contractor shall provide branch distribution system from temporary power source with distribution boxes and outlets located so that power and lighting are available throughout active work areas.
5. Permanent receptacles may be utilized during construction.
6. Existing receptacles may be utilized as source of temporary electric service for the repair work if approved by the GSD.
   (a) Contractor to verify electrical connection intended for use is capable of servicing electrical loads required by construction equipment. If not, Contractor shall be responsible for temporary power measures required for execution of the work.
7. Contractor shall replace receptacle plates and wiring devices damaged during construction.
8. Contractor shall provide lighting to ensure safe construction operations and to allow proper finishing operations.
9. Permanent lighting system may be utilized during construction if approved by the GSD.
10. All temporary wiring shall be removed before completion of project.

1.09. SITE CONTROL

A. Security Control: Contractor is responsible for conducting operations in a manner to avoid risk of loss, theft, or damage by vandalism.

1. Contractor shall implement a check-in/check-out procedure to maintain a daily record of workers on site. All workers must receive approval through the background check process in accordance with Section 01 14 00 “Work Restrictions and Use of Site” prior to accessing the site.
   (a) The Contractor’s workmen are not permitted to enter secure areas of the Capitol Building without escorts or prior approval from the GSD.
2. Provide security and facilities to protect Work and existing premises from unauthorized entry, vandalism, and theft.
3. The Contractor shall lock all toolboxes and secure moveable equipment with chains or otherwise to prevent theft.
4. All hazardous materials shall be kept in a secured area to prevent access by the public.

B. Traffic Control: Load and unload trucks only in areas approved by the GSD.

1. Trucks leaving the site with loose debris shall be loaded, covered, and protected in a manner that will prevent dust emissions or debris falling from the truck. Contractor must comply with local regulations for covering trucks for dust control.
2. Soils tracked onto adjoining Access drives by truck will be cleaned at the end of each business day.
3. Limit deliveries to the Project Site to hours provided in Section 01 14 00 “Work Restrictions & Use of Site.”

C. Access Drives

1. Vehicular access to the Project Site shall be limited to the roads and pedestrian walks indicated in the Drawings. Vehicular use of the pedestrian walks shall not occur during periods of high pedestrian usage, such as opening and closing of business and immediately preceding and following lunch hour.
   (a) Provide flaggers and spotters when vehicles use the pedestrian walks.
   (b) Vehicular speed shall not exceed normal walking pace.
2. Keep all public streets, drives, and walks adjacent to site and haul routes clean and free of dirt, debris, and litter caused by construction operations. Any dirt, debris, and litter caused by construction operations must be removed immediately.

D. Temporary Access Drives

1. All vehicular and equipment traffic within the laydown area shall be limited to paved areas and temporary access drives.
2. Contractor shall develop and submit for approval a plan for the layout of all temporary access drives within the laydown area. The layout shall be developed to provide vehicle and equipment access to all materials stored within the laydown area.
3. The temporary access drives shall extend over all turf areas that may be subject to traffic from vehicles or equipment and shall include any necessary provisions for turns or changes in direction.
4. Temporary access drives shall not cover or impede access to manholes and other utility access points within the laydown area.
5. Temporary Access drives shall allow for curb protection, protecting existing tree roots, and silt fence to prevent spread of dirt and debris.
6. Temporary access drives shall be installed within the laydown area in accordance with the submitted and approved laydown area plan.
7. The entire temporary access drive system shall be fully installed and approved by the GSD and Engineer prior to beginning the work. Temporary access drive components shall not be moved from one location to another during the project.
8. At completion work, temporary access drives will remain in place for the Phase-2 Project.

E. Temporary Parking

1. Temporary parking areas to accommodate construction personnel are limited. Arrangements will be made during pre-construction meeting for location and quantity. Parking is permitted only in the area designated by the GSD.
2. Contractor and delivery trucks can only park within predetermined areas as agreed upon during the preconstruction meeting.
3. Parking violators are subject to towing and fines at their own expense.

1.10. TEMPORARY CONTROLS

A. Dust Control: The Contractor shall be responsible for controlling and containing dust and protecting the Capitol Building Complex, surrounding areas, grounds, and occupants from dust migration.

1. All chutes for refuse, trash storage or transportation containers, and the like shall be covered or contained to prevent the dissemination of dust.
2. Contractor shall prevent all dust, sand, water, or other foreign elements generated by the work from entering occupied spaces or other areas outside the work areas by taking appropriate precautions. Such precautions shall include, but not be limited to, covering all vents, louvers, or openings, and sealing open joints or seams in adjacent walls or windows. If openings cannot be sealed for special reasons or dust cannot be contained or eliminated at the source, Contractor shall not proceed until receiving instructions from the Engineer.
3. Provide dust-proof enclosures for protection around the work areas. Use wet cutting methods or equipment with vacuum assisted dust filters where possible to reduce dust generated by the Work.

B. Noise Control: Contractor is responsible for complying with all local noise control regulations and keeping the noise on the interior of the State Capitol Building to a minimum so as to limit disruptions. Contractor shall coordinate noise-generating activities with GSD to help avoid work stoppages due to excessive noise.

1. Execute Work as quietly as practicable to avoid unnecessary disturbances to occupants of adjacent premises.
2. High-level noise operations must be performed in accordance with local regulations and must be approved by GSD prior to proceeding.
3. Loud noise which causes disturbance to surrounding areas must be controlled and coordinated in advance with the GSD.
4. Hearing protection must be provided for workers and all visitors to the Project Site in accordance with OSHA requirements.

C. Vibration Control

1. Vibration must be limited during the execution of the work. Due to the historic nature of the building, excessive vibration could disturb existing building components and lead to failures.

2. Vibrations which cause disturbance to surrounding areas must be controlled and coordinated in advance with the GSD.

D. Fire Protection Control

1. Contractor shall maintain clear access to all sprinkler locations throughout the interior of the building. Installation of temporary controls, barriers, shoring, or scaffolding shall in no way impede the ability of the sprinkler system to effectively provide fire protection to the adjacent areas.
2. Contractor shall provide and maintain access to fire hydrants and keep all hydrants free of obstructions.
3. Contractor shall provide and maintain adequate fire protection in the form of fire extinguisher or other effective means of extinguishing fire, ready for instant use, distributed around the project and in and about temporary inflammable structures during construction of work.
   (a) A fire extinguisher shall be located in each storage and construction area.
4. Existing Fire Hose Connections: The connection shall be accessible at all times by Fire Department personnel. Materials and debris shall not be stored in front of the connection, thus preventing access. The Contractor shall coordinate access procedures with the Fire Marshall.
5. Gasoline and other flammable liquids shall be stored and dispensed from UL listed safety containers in conformance with National Board of Fire Underwriters' recommendations. Such materials should not be brought into the building unless written consent is provided by the GSD. Materials must be stored in the Contractor Laydown Area outside of the building.
6. Torch-cutting and welding operations performed by Contractor or Subcontractors shall have approval of GSD before such work is started, and chemical extinguisher shall be available at location where such work is in progress.
   (a) Hot work permit is required prior to execution of any torch-cutting or welding operations.
7. Open fires will not be permitted in or about the premises.
8. All flammable materials are to be stored in a safe manner away from any heat source and in accordance with all local, state, and federal regulations.

PART 2 - PRODUCTS

2.01. TEMPORARY MATERIALS AND EQUIPMENT

A. General:

1. Temporary materials may be new or used, but must be adequate in capacity for required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.
2. Wood products used for temporary materials in proximity to structure shall be fire retardant materials.

3. Due to the prominence of the building and project site, all temporary materials must be aesthetically pleasing and free from defects that would detract from the significance and aesthetics of the building.

B. Fire Extinguishers

1. Provide types, sizes, numbers, and locations as would be reasonably effective in extinguishing fires during early stages, by personnel at project site. Provide Type-A extinguisher at locations of low potential for either electrical or grease-oil flammable liquid fires; provide Type-ABC dry chemical extinguisher at other locations; comply with recommendations of NFPA No. 10. Post local fire department call number on each telephone instrument at project site.

(a) Keep fire extinguisher in operating condition at all times.

2.02. TEMPORARY CONSTRUCTION FIELD OFFICES

A. General: Existing facilities shall not be used for temporary field offices or for storage. The Contractor shall provide temporary field offices at time of project mobilization of sufficient size to accommodate needs of construction personnel, as required to support contractor needs to execute the work.

B. GSD to provide meeting space to facilitate project meetings in accordance with Section 01 31 00, “Project Management and Coordination.”

2.03. TEMPORARY SANITARY FACILITIES

A. Contractor shall provide and maintain temporary sanitary facilities and enclosures within construction barrier. The toilets shall be serviced as needed but not less frequently than once every two weeks.

2.04. TEMPORARY ACCESS DRIVES

A. Contractor

B. Silt fencing constructed of the following materials:

1. Hardwood posts

2. Porous filter fabric

C. Temporary Access drive shall consist of one of the following assemblies:

1. Molded high density polyethylene (HDPE) ground protection mats. Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

(a) Dura-Base

(b) DuraDeck

(c) Trakmat

(d) Or approved equal.

D. Temporary curb protection: Provide temporary curb protection between sidewalk and Access drive at temporary Access drive to protect curb from damage during construction operations.

2.05. TEMPORARY DIRECTIONAL SIGNAGE

A. Directional signage to be installed as required to alert pedestrians to alternate egress routes through the building due to construction operations.

1. Directional signs shall comply with Section 703 of the Americans with Disabilities Act (ADA) “Standard for Accessible Design” and the following:

(a) Characters shall be uppercase and sans serif font.

(b) Characters and background shall have non-glare finish.

(c) Signs shall be installed a minimum of 48″ above the finished floor.

(d) Signs shall not encroach into egress paths or fire lanes.

PART 3 - EXECUTION

3.01. TEMPORARY INSTALLATION

A. Install, maintain, and operate temporary utilities and services to ensure continuous operation. Modify and extend systems as Work progresses.

B. Access Provisions: Contractor shall provide ramps, stairs, ladders, and similar temporary access elements as reasonably required to perform the work and facilitate its inspection during installation. Comply with reasonable requests of governing authorities performing inspections.

3.02. PROTECTION, GENERAL

A. Protect persons, motor vehicles, surrounding surfaces of building, grounds, landscaping, and surrounding buildings from harm resulting from execution of the work.

1. Use only proven protection methods, appropriate to each area and surface being protected.

2. Provide temporary barricades, barriers, and directional signage to exclude the public from areas where work is being performed.

3. Erect temporary barriers to form and maintain fire-egress routes.

4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during execution of the work, if applicable.

5. Contain dust and debris generated by the execution of the work and prevent it from reaching the public or adjacent surfaces.

6. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.

7. Protect floors and other surfaces along hauling routes from damage, wear, and staining.

8. Provide supplemental sound-control treatment to isolate removal and dismantling work from other areas of the building.

B. Protection of Historic Materials:

1. Protect existing historic materials with temporary protections and construction. Do not remove existing materials unless specifically indicated for removal.

2. Do not attach temporary protection to historic surfaces.

C. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.

D. Utility and Communications Services:

1. Notify GSD, Engineer, authorities having jurisdiction, and entities owning or controlling wires, conduits, pipes, and other services affected by historic treatment work before commencing operations.

2. Disconnect and cap pipes and services as required by authorities having jurisdiction, as required for historic treatment work.

3. Maintain existing services unless otherwise indicated; keep in service and protect against damage during operations. Provide temporary services during interruptions to existing utilities.

3.03. PROTECTION OF ADJACENT WORK

A. Protect adjacent Work in a manner to prevent damage from construction operations, to include but not limited to defacement, stains, scratches, and wear.

B. Provide temporary and removable materials for protection of installed adjacent products and to control activity in the immediate Work area to minimize damage.

3.04. PROTECTION FROM FIRE

A. General: Follow fire-prevention plan and the following:

1. Comply with NFPA 241 requirements unless otherwise indicated.

2. Remove and keep area free of combustibles, including rubbish, paper, waste, and chemicals, unless necessary for the immediate work.

(a) If combustible material cannot be removed, provide fire blankets to cover such materials.

3. Prohibit smoking by all persons within Project work and staging areas.

B. Heat-Generating Equipment and Combustible Materials: Comply with the following procedures while performing work with heat-generating equipment or combustible materials, including welding, torch-cutting, soldering, brazing, removing paint with heat, or other operations where open flames or implements using high heat or combustible solvents and chemicals are anticipated:

1. Use of open-flame equipment is not permitted without written approval from the GSD.

2. As far as practicable, restrict heat-generating equipment to shop areas or outside the building.

3. Do not perform work with heat-generating equipment in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that the area is safe.
4. Use fireproof baffles to prevent flames, sparks, hot gases, or other high-temperature material from reaching surrounding combustible material.
5. Prevent the spread of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and other openings.
6. Fire Watch: Before working with heat-generating equipment or combustible materials, station personnel to serve as a fire watch at each location where such work is performed. Fire-watch personnel shall have the authority to enforce fire safety. Station fire watch according to NFPA 51B, NFPA 241, and as follows:
   (a) Train each fire watch in the proper operation of fire-control equipment and alarms.
   (b) Prohibit fire-watch personnel from other work that would be a distraction from fire-watch duties.
   (c) Cease work with heat-generating equipment whenever fire-watch personnel are not present.
   (d) Have fire-watch personnel perform final fire-safety inspection each day beginning no sooner than thirty minutes after conclusion of work at each area of Project site to detect hidden or smoldering fires and to ensure that proper fire prevention is maintained.

C. Fire Extinguishers, Fire Blankets, and Rag Buckets: Contractor shall maintain fire extinguishers, fire blankets, and rag buckets for disposal of rags with combustible liquids. Maintain each as suitable for the type of fire risk in each work area. Ensure that nearby personnel and the fire-watch personnel are trained in fire-extinguisher and blanket use.

D. Sprinklers: Where sprinkler protection exists and is functional, maintain it without interruption while operations are being performed. If operations are performed close to sprinklers, shield them temporarily with guards.
   1. Remove temporary guards at the end of work shifts, whenever operations are paused, and when nearby work is completed.

3.05. PROTECTION DURING APPLICATION OF CHEMICALS

A. General: If application of chemicals is required during the execution of the work, the following measures should be taken:
   1. Protect motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm or damage resulting from applications of chemicals and adhesives.
   2. Cover adjacent surfaces with protective materials that are proven to resist chemicals selected for Project unless chemicals being used will not damage adjacent surfaces as indicated in historic treatment program. Use covering materials and masking

agents that are waterproof and UV resistant and that will not stain or leave residue on surfaces to which they are applied. Apply protective materials according to manufacturer's written instructions. Do not apply liquid masking agents or adhesives to painted or porous surfaces. When no longer needed, promptly remove protective materials.

3. Do not apply chemicals during winds of sufficient force to spread them to unprotected surfaces.
4. Neutralize alkaline and acid wastes and legally dispose of off Capitol property.
5. Collect and dispose of runoff from chemical operations by legal means and in a manner that prevents soil contamination, soil erosion, undermining of paving and foundations, damage to landscaping, or water penetration into building interior.

3.06. TREE PROTECTION

A. Temporary Fencing for Tree Protection: Install temporary fencing around tree protection zones and located as indicated or outside tree drip lines to protect trees from construction damage. Maintain temporary fence and remove when construction is complete.
   1. Install chain-link fence according to ASTM F567 and manufacturer's written instructions.
B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, and storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.
C. Exercise care when installing tree protection fencing posts to avoid damage to shallow roots.
D. Do not store construction materials, debris, or excavated material inside tree protection zones. Do not permit vehicles or foot traffic within tree protection zones; prevent soil compaction over root systems.
E. Maintain tree protection zones free of weeds and trash.
F. Tree Repair and Replacement
   1. Immediately and within 30 minutes of damage to a tree, notify by phone the GSD Project Manager. Follow-up within same business day by e-mail to same persons.
   2. Promptly repair trees damaged by construction operations within 24 hours. Treat damaged trunks, limbs, and roots according to GSD’s written instructions.
   3. Remove and replace trees indicated to remain that die or are damaged during construction operations that GSD determines are incapable of restoring to normal growth pattern.

3.07. CLEANING, REMOVAL AND RESTORATION

A. Remove all temporary above grade or buried utilities, equipment, facilities, controls, and materials prior to Substantial Completion inspection.
B. Repair damage caused by installation or use of temporary work.

C. Restore existing facilities and equipment used during construction to original condition. Restore permanent facilities and equipment used during construction to their specified condition.

END OF SECTION 01 50 00

Jobsite Safety Handbook

For Contractors

Department of Administration (DOA)

General Services Division (GSD)

112 California Avenue
Building Four, 5th Floor
Charleston, WV

THIS HANDBOOK IS TO BE POSTED IN A VISIBLE AREA AT ALL CONSTRUCTION PROJECTS AND/OR CONTRACTOR WORKSITES

Contractor Contact: _____ Phone #: _____

EMERGENCY CONTACTS:

Project Manager:

Name: _____ Phone #: _____

Emergency Services #: _____

GSD Safety Section:

112 California Ave, Bldg.4 5th Floor. Charleston, WV 25305

Jonathan Trout: Work# 304 352-5522 Cell# 304-205-2721

Marsha Bowling Work# 304-352-5523 Cell# 304-951-1410

Revision 8/17/21

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JOBSITE SAFETY HANDBOOK

The following is a summary of applicable jobsite safety requirements. This handbook is intended to be used as a guide and in no way reflects all applicable safety requirements. All employees are responsible for ensuring a safe working environment. All hazards must be addressed regardless if they have been addressed in this handbook. All contractors working on GSD projects are required to follow OSHA regulations.

GSD safety and health procedures are available for review 24/7 in the Main Capitol Building basement, MB-69.

1. BUILDING ALARMS

In the event of a fire, sound the alarm and/or notify other building occupants immediately. Contractor personnel shall respond appropriately to all alarms by exiting the building immediately and remaining at least 50 feet from the building to allow for emergency response access.

2. PERSONAL PROTECTIVE EQUIPMENT (PPE)

Workers must use personal protective equipment, such as:

- Hard hats when overhead, falling or flying hazards exist;
- Safety glasses or face shields for welding, cutting, nailing (including pneumatic), or when working with concrete and/or harmful chemicals;
- Proper shoes or boots to lessen slipping hazards and prevent toe crushing and nail punctures;
- Safety belts and/or harness systems for fall protection.

3. HOUSEKEEPING AND ACCESS AROUND SITE

- Keep all walkways and stairways clear of trash/debris and other materials such as tools and supplies to prevent tripping.
- Keep boxes, scrap lumber and other materials picked up and put in a dumpster or trash/debris area to prevent fire and tripping hazards.
- Provide enough light to allow workers to see and to prevent accidents.

4. STAIRS AND LADDERS

- All stairs are to be equipped with standard handrails.
- Keep ladders in good condition and free of defects – Do not use job made ladders.
- Inspect ladders before use for broken rungs or other defects so falls don’t happen. Discard defective ladders.
- Secure ladders at the top and brace or tie off at the bottom to prevent them from slipping and causing falls.

5. SCAFFOLDS AND OTHER WORK PLATFORMS

Scaffolding is to be assembled and used according to OSHA regulations.

General scaffolding guidance:

- Provide ladders or stairs to access scaffold and work platforms safely.
- Keep scaffolds and work platforms free of debris. Keep tools and materials as neat as possible on scaffolds and platforms. This will help prevent materials from falling and workers from tripping.
- Erect scaffolds on firm and level foundations.
- Scaffold legs must be placed on firm footing and secured from movement or tipping, especially on dirt or similar surfaces (a good foundation is a must).
- Erecting and dismantling scaffolds must be under the supervision of a Competent Person.
- The competent person must inspect scaffolds before each use.
- Don't use blocks, bricks, or pieces of lumber to level or stabilize the footings. Manufactured base plates or "mud sills" made of hardwood or equivalent can be used.

Planking:

- Fully plank or use manufactured decking to provide a full work platform on scaffolds. The platform decking and/or scaffold planks must be scaffold grade and not have any visible defects.
- Extend planks or decking material at least 6' over the edge or cleat them to prevent movement. The work platform or planks must not extend more than 12" beyond the end supports to prevent tipping when stepping or working.
- Be sure that manufactured scaffolds are the proper size and that the end hooks are attached to the scaffold frame.

Guardrails:

- Guard scaffold platforms that are more than 10 feet above the ground or floor surface must have a standard guardrail. If guardrails are not practical, use other fall protection devices such as safety belts/harnesses and lanyards.
- Place the top rail approximately 42" above the work platform or planking, with a mid-rail about half that high at 21".
- Install toe boards when other workers are below the scaffold.

6. FALL PROTECTION

OSHA has specific and detailed requirements for fall protection – refer to 29 CFR 1926 Subpart M, 29 CFR 1910, 29 CFR Subpart I. A few of those requirements are listed below:

Guarding:

- Install guardrails around open floors and walls when the fall distance is 4’ or more. The top rail must withstand a 200 lb load.
- Construct guardrails with a top rail approximately 42” high with a midrail about half that high at 21”.
- Install toe boards when other workers are below the work area.
- Cover floor openings larger than 2x2 (inches) with material to safely support the working load.
- Use other fall protection systems like personal fall arrest systems (harness & lanyard), slide guards, roof anchors or alternative safe work practices when a guardrail system cannot be used. Only wear proper shoes or footwear to lessen slipping hazards.
- Train workers on safe work practices before performing work on foundation walls, roofs, trusses, or where performing exterior wall erections and floor installations.
- Flagging systems can be used, where appropriate. Flagging systems must comply with OSHA guidance.

7. EXCAVATION AND TRENCHING

Refer to OSHA regulations for excavation and trenching requirements, along with regulations for walking and working surfaces: 29 CFR 1926 Subpart P, 29 CFR 1910 Subpart D

Some of the Excavation and Trenching requirements are listed below:

- Find the location of all underground utilities by contacting West Virginia 811 before digging. Dial 811 or 800-245-4848.
- Keep workers away from digging equipment and never allow workers in an excavation when equipment is in use.
- Keep workers from getting between equipment in use and other obstacles and machinery that can cause crushing hazards.
- Keep equipment and the excavated dirt back 2 feet from the edge of the excavation.
- Have a competent person conduct daily inspections and correct any hazards before workers enter a trench or excavation.
- Provide workers a way to get into and out of a trench or excavation. Ladders and ramps can be used and must be within 25’ of the worker.
- For excavations and utility trenches over 5 feet deep, use shoring (trench boxes), benching, or slope back the sides. Unless soil analysis has been completed, the earth’s slope must be at least 1-1/2 horizontal to 1 vertical
- Keep water out of trenches with a pump or drainage system, and inspect the area for soil movement and potential cave-ins.
- Open ditches more than 24 hours or overnight must have fence protection.
- Keep drivers in the cab and workers away when dirt and other debris are being loaded into dump trucks. Workers must never be allowed under any load and must stay clear of the back of vehicles.

8. TOOLS AND EQUIPMENT

- Maintain all hand tools and equipment in safe condition and check regularly for defects. Broken or damaged tools and equipment must be removed from the jobsite.
- Use double insulated tools, or ensure the tools are grounded (check for ground plug).
- Equip all power saws (circular, skill, table, etc) with blade guards. Saws must be turned off when unattended. Unplug all power tools when not in use.
- Make sure cords are not damaged. The outer insulation must not be cut or damaged.
- Pneumatic and powder-actuated tools must only be used by trained and experienced personnel. Require proper eye protection for workers.
- Never leave cartridges for pneumatic or powder-actuated tools unattended. Keep equipment in a safe place, according to manufacturer's instructions.

9. VEHICLES AND MOBILE EQUIPMENT

- Inform workers verbally and provide training to stay clear of backing and turning vehicles and equipment with rotating cabs.
- Maintain back-up alarms for equipment with limited rear view or use someone to help guide them back.
- Verify experience or provide training to crane and heavy equipment operators.
- Maintain at least 10 foot clearance from overhead power lines when operating equipment.
- Block up the raised bed when inspecting or repairing dump trucks.
- Use a tag line to control materials moved by a crane.

10. ELECTRICAL

- Prohibit work on new and existing energized (hot) electrical circuits until all power is shut off and a positive "Lockout/Tagout System" is in place.
- Maintain all electrical tools and equipment in safe condition and check regularly for defects.
- Broken or damaged tools and equipment must be removed from the jobsite.
- Protect all temporary power (including extension cords) with Ground Fault Circuit Interrupters (GFCI's). Plug into a GFCI protected temporary power pole, a GFCI protected generator, or use a GFCI extension cord to protect against shocks.
- Locate and identify overhead electrical power lines. Make sure that ladders, scaffolds, equipment or materials never come within 10 feet of electrical power lines.
- Exterior electrical must be approved (UL, NEMA, etc) for exterior use (no internal junction boxes).

11. FIRE PREVENTION

- Provide fire extinguishers near all welding, soldering or other ignition sources.
- Avoid spraying of paint, solvents or other types of flammable materials in rooms with poor ventilation. Build up of fumes and vapors can cause explosions or fires.

- Store gasoline and other flammable materials in a safety can outdoors or in an approved storage facility. (Metal cans with self-sealing lids).

12. CHEMICAL HAZARDS

All hazardous chemicals present in the workplace must have an up-to-date Material Safety Data Sheet (MSDS). All contractors shall maintain MSDS for chemicals used or stored at GSD facilities. All warnings and directions for use must be followed.

13. CONFINED SPACES

By definition, a **confined space**:

- Is large enough for an employee to enter fully and perform assigned work;
- Is not designed for continuous occupancy by the employee; and
- Has a limited or restricted means of entry or exit.

These spaces may include underground vaults, tanks, storage bins, pits and diked areas, vessels, silos and other similar areas.

By definition, a **permit-required confined space** has one or more of these characteristics:

- Contains or has the potential to contain a hazardous atmosphere;
- Contains a material with the potential to engulf someone who enters the space;
- Has an internal configuration that might cause an entrant to be trapped or asphyxiated by inwardly converging walls or by a floor that slopes downward and tapers to a smaller cross section; and/or
- Contains any other recognized serious safety or health hazards.

Entry into confined spaces without an evaluation is forbidden. Entry into permit-required confined spaces requires compliance with all OSHA requirements. Entry into non-permit spaces will require an evaluation by GSD Safety to confirm that conditions remain non-permit required.

Contractors that perform confined space entry activities are required to comply with OSHA regulations. GSD will not provide confined space rescue equipment.

14. LOCK-OUT/TAG-OUT

Before working on, repairing, adjusting or replacing equipment and machinery, all appropriate safety procedures, including lockout/tagout, must be utilized to place the machinery or equipment in a neutral or zero mechanical state.

Outside contractors are expected to have knowledge of lock-out/tag-out requirements.

Contractor Acknowledgement:

I, the undersigned, have read, reviewed and acknowledge my understanding of the General Services Division safety requirements, as set forth in this handbook. I am also aware that all applicable rules and regulations are to be followed, regardless of whether they are specifically mentioned in this handbook.

Contractor Representative (Print Name): _____

Contractor Representative Signature: _____ Date: _____

This signed acknowledgement must be signed and returned to the GSD Safety Section prior to start of project work.

SECTION 01 56 00

TEMPORARY BARRIERS AND ENCLOSURES

PART 1 - GENERAL

1.01. RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), Supplementary Conditions to the Standard Form of Agreement Between Owner and Contractor (AIA A201-2007) to include State of West Virginia revisions, all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02. SUMMARY

A. This section includes:

1. Temporary Fencing installed as follows:
   (a) Construction fence at periphery of Contractor Laydown Areas
   (b) Temporary Tree Protection
2. Temporary Barriers installed as followings:
   (a) Construction barriers for Pedestrian Protection at Ground-Floor Level
   (b) Base enclosure at enclosure and access support structure at grade level to prevent tampering, climbing, and unauthorized access.
   (c) Construction barriers with doors at ground-level access points into enclosure system
   (d) Construction barrier with door at Rotunda north exit door at first-floor level
3. Temporary Construction Barrier with Covered Walkway installed at the following locations:
   (a) Northeast and northwest ground-floor level building exits
   (b) Locations adjacent to elevated work where the horizontal distance between the pedestrian walkway or egress path and elevated work or hoisted materials is less than one quarter of the height of the work or material.
4. Temporary Weather Protection and Enclosure over and the following areas:
   (a) First-floor level of the north portico.
   (b) North stair, including upper flight, middle landing, middle flight, platform, and lower flight.
   (c) East and west cheeks walls of north stair.
5. Temporary Access to the following exterior locations:
   (a) First-floor level at the north portico

(b) East and west edges of the north portico

(c) East, south, and west faces of east and west cheek walls

6. Temporary Access to the following interior locations:

(a) Soffits and sides of concrete-encased structural steel beam within reading room, break room, and east and west closet spaces.

7. Temporary Mechanical and Electrical Systems.

1.03. REFERENCES

A. ANSI A10.11 (2010), "Safety Requirements for Personnel and Debris Nets—American National Standard for Construction and Demolition Operations"

B. NFPA 51B (2019): "Standard for Fire Prevention During Welding, Cutting, and Other Hot Work"

C. NFPA 241 (2019): "Standard for Safeguarding Construction, Alteration, and Demolition Operations"

D. UL 305 (2012): "UL Standard for Safety Panic Hardware"

E. ANSI/BHMA A156.29-2017: "Exit Locks, Exit Alarms, Alarms for Exit Devices"

1.04. DEFINITIONS

A. Stable surface: A surface that remains unchanged by contaminants or applied force, so that when the contaminant or force is removed, the surface returns to its original condition.

B. Firm surface: A surface that resists deformation by either indentations or particles moving on its surface.

C. Slip-resistant surface: A surface that provides sufficient frictional counterforce to the forces exerted in walking to permit safe ambulation.

1.05. ACTION SUBMITTALS

A. Site Plan:

1. The temporary protection elements in the Drawings are shown schematically. The Contractor shall develop and submit a detailed site plan accurately showing the layout, locations, dimensions, and clearances of all temporary protection elements relative to other element and to existing site elements.

(a) The site plan shall be developed based on a survey of actual field conditions.

(b) The site plan submittal shall be developed using a digital drawing program.

B. Shop Drawings, General:

1. All Shop Drawings must be submitted with corresponding calculations that are stamped by a Professional Engineer licensed in the State of West Virginia and that demonstrate compliance with Specifications and all local, State, and Federal codes and requirements.

C. Temporary Fencing Shop Drawings:

1. General: Drawings shall convey how the fencing will be constructed and supported such that it can resist all anticipated loads and will remain erect throughout construction.
2. Unique Shop Drawings will be required for each of the following locations:
   (a) Construction fence around Contractor Laydown area, including fence layout and clear widths between fencing, parallel fencing segments or barriers, and adjacent site element.
   (b) Egress gate at the northwest entrance to the Laydown area.
   (c) Gates at the fire lane, including clear opening widths when gates are open.
   (d) Temporary tree protection.

D. Temporary Construction Barrier Shop Drawings:

1. General: Drawings shall convey how the barrier will be constructed and supported such that it can resist all anticipated loads and will remain erect throughout construction.
   (a) North door at First-Floor Rotunda
   (b) Exterior enclosure and access support structure at grade level.
   (c) Free-standing construction barriers
2. Shop Drawings shall include, but are not limited to, the following:
   (a) Finishes for areas exposed to public view
   (b) Supports to withstand all applicable loads
   (c) Floor protection at interior construction barrier supports
   (d) Wall protection adjacent to interior construction barrier
   (e) Integration of barrier at base of support structure with temporary enclosure system

E. Temporary Construction Barrier with Covered Walkway Shop Drawings:

1. General: The covered walkway details shown in the Drawings are schematic and are primarily intended to show minimum clearances and how the walkway cover is to be integrated with the construction barrier and adjacent construction. The covered walkway shall be engineered and constructed to support all anticipated vertical and lateral loads while complying with all project requirements indicated in the Drawings and this Section.
2. The shop drawings shall convey how the covered walkway will be constructed and supported such that it can be subjected to all anticipated loads and will remain erect throughout construction.
3. Shop Drawings shall include, but are not limited to, the following:
   (a) Minimum egress dimensions

(b) Lighting fixtures, including wiring diagram and integrations with existing power supply

(c) Minimum barrier heights

(d) Barrier materials

(e) Connection details

(f) Floor protection at bases interior construction barrier

(g) Wall protection adjacent to interior construction barrier

(h) Clear pedestrian access through covered walkway

(i) Rating for all anticipated and superimposed loads

(j) Finishes for interior surfaces exposed to public view

F. Temporary Walkways and Ramps:

1. General: Temporary exterior walkways and ramps shall be engineering and constructed to comply with all project requirements indicated in the Drawings and this Section.

2. The Shop Drawings shall show how the walkways and ramps—including any handrails, guards, or other appurtenances— are to be constructed and shall be sealed by a Professional Engineer licensed in the State of West Virginia.

3. Shop Drawings shall include, but are not limited to, the following:

(a) Location and route of walkways and ramps, including distances to adjacent sidewalks, luminaire vaults, and other site elements.

(b) Surface slopes and grades based on actual surveyed site elevations.

(c) Relevant structural and geotechnical design requirements.

(d) Surfaces of walkways and ramps shall be stable, firm, and slip resistant in accordance with ADA requirements.

G. Enclosure and Access Support Structure Shop Drawings:

1. General: Access structure shall be engineered and constructed to support all anticipated vertical and lateral loads while complying with all project requirements indicated in the Drawings and this Section.

2. Drawings shall be sealed by a Professional Engineer licensed in the State of West Virginia.

3. Shop Drawings shall include, but are not limited to, the following:

(a) Loads imposed at support locations, including lateral bracing or guying requirements, as applicable.

4. At a minimum, the Shop Drawings shall include.

(a) Allowable soil bearing pressure for supports bearing directly on grade.

(b) Installation requirements for engineered foundations.

(c) Special inspection requirements in accordance with chapter 17 of the IBC.

(d) Overhead protection at building entrances; and

(e) Tree protection.

(f) Maximum working capacity

(g) Anchoring requirements, if necessary

1.06. INFORMATIONAL SUBMITTALS

A. Qualification Data: For geotechnical engineer, structural engineer, and land surveyor.

B. Site Survey: Submit a digital drawing file in DWG file format identifying all site data surveyed by the professional surveyor.

C. Geotechnical Investigation Reports: Submit a copy of the geotechnical investigation summary report in accordance with Section 1803.6 of the 2015 IBC.

1.07. FIELD CONDITIONS

A. Survey Work: The Contractor shall engage a professional surveyor licensed in the State of West Virginia to survey the locations and surface elevations within the project area to document existing conditions and develop the required project submittals. At a minimum, measurements shall be taken at proposed pedestrian routes, pavements, site walls, grates, manholes, and all materials indicated for removal.

B. Geotechnical Investigation: The Contractor shall engage a geotechnical engineer licensed in the State of West Virginia to perform an investigation of the in-situ soil properties as needed develop a design for supporting the temporary enclosure and access system.

1. Call West Virginia 811 to locate all public underground utilities before boring or digging. Dial 811 or 1-800-245-4848.

2. The Contractor shall engage a private utility locator service to identify, locate, and mark all private underground utilities before boring or digging.

PART 2 - PRODUCTS

2.01. PERFORMANCE REQUIREMENTS

A. All temporary protection elements described in this Section shall be designed, installed, and maintained to adequately support all required loads for the duration of construction.

B. Loads on temporary protection elements shall be calculated in accordance with ASCE/SEI 37-14 and ASCE/SEI 7-10 using the following minimum design criteria:

1. Risk category for environmental loads: II

2. Design construction period: 1–2 years

3. Roof live loads: To be verified by Contractor’s Engineer

4. Snow load parameters:

(a) Ground snow load, P_g: 16 psf (reduced per §6.4.1 of ASCE/SEI 37-14)

(b) Exposure factor, C_e: 1.2

(c) Thermal factor, C_t: 1.2

(d) Snow importance factor, I_s: 1.0

5. Wind load parameters:

(a) Design wind velocity, V: 98 mph (reduced per §6.2.1 of ASCE/SEI 37-14)

(b) Wind directionally factor, K_d: 0.85

(c) Exposure category: B

(d) Ground elevation factor, K_e: 1.0

(e) Gust-effect factor, G: To be verified by Contractor's Engineer

(f) Internal pressure coefficient, GC_{pi}: ±0.55

6. Seismic load parameters:

(a) Seismic loads need not be considered per §6.5.1 of ASCE/SEI 37-14

C. Elements that are damaged during construction shall be immediately repaired or replaced.

D. All temporary protection elements shall be engineered to be self-supporting. No temporary protection elements shall be anchored to the existing structure or to any existing site element.

E. No fasteners shall penetrate into any of the existing finishes.

1. Any damage to existing finishes caused by the installation of temporary barriers shall be repaired to the match the original condition of the existing finishes at no expense to the GSD.

F. All access doors and gates shall be secured with locks when not required for used. All locks on access doors and gates shall be keyed so as to be opened using the same key.

1. Provide one copy of the key to the Capitol police and one copy of the key for use in case emergency access to the areas is required.

2.02. TEMPORARY MATERIALS

A. General

1. Temporary materials may be new or used, but must be adequate in capacity for required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

2. Wood products used for temporary materials in proximity to structure shall be fire retardant materials.

3. Due to the prominence of the building and project site, all temporary materials must be aesthetically pleasing and free from defects that would detract from the significance and aesthetics of the building.

4. Provide access into Contractor Laydown Area and within any tree protection fencing in a manner that will allow access for the GSD and Division of Protective Services in the event of an emergency or for the maintenance of trees.
   (a) Where locked gates and doors are incorporated into the temporary fencing and barriers, all locks shall be keyed to the same key. Provide one key to the GSD and one key to the Division of Protective Services in the event that emergency access is required.

B. Chain-Link Fence: For exterior construction fence
1. Galvanized steel chain-link fence fabric of 11-gauge wire. Minimum height of 8 feet unless otherwise approved by GSD.
2. Frame: 1-5/8″ diameter, schedule-40 (standard) pipe frame, 8'-0" height, 12'-0" length maximum. Posts: 1-5/8 ″ diameter, schedule-40 (standard) pipe frame, embedded 5″ into concrete blocks.
3. Concrete Blocks: 4000 psi minimum, 1′-6″ square, 5″ thick.
4. Accessories: Hog ring ties, panel clamps, and other accessories for a complete fence system.
5. Construction Privacy Screen: Provide privacy screen constructed with high density polyethylene that is UV stable and can be secured to temporary construction fencing.
   (a) Minimum opacity percentage: 90%
   (b) Minimum weight: 5 oz. per square yard.
   (c) Color: Forest Green, or as requested by the GSD.
   (d) Accessories: Attachments for securing screen to construction fence. Secure at intervals in accordance with screen manufacturer.

C. Fire-Rated Plywood
1. Provide fire-rated plywood at temporary construction barriers, and where required for construction operations.
2. Thickness: 1/2″ minimum
3. Fire Rating: Class A

D. Interior Drywall
1. Provide interior drywall to finish all temporary construction barriers on the interior of the building.
2. Thickness: Minimum 1/2″
3. All surfaces to be painted with one of the following colors, at the discretion of the GSD:
   (a) Gray to match the grain of the marble of the interior finishes.
4. Accessories:

(a) Provide all fasteners, joint compound, and drywall accessories to provide a smooth finish surface of the drywall.

(b) Provide trim and baseboard accessory pieces as required to provide a clean, finished appearance of the temporary barriers.

E. Panic Hardware

1. Panic hardware shall be listed in accordance with UL 305

F. Door Alarm

1. Provide door alarms complying with ANSI/BHMA A156.29.

(a) The alarm system shall have an audible alarm with an output of at least 100 dBA at 1 foot that is activated by unauthorized opening of the door.

(b) Alarm shall sound continuously until disarmed.

(c) Arming and disarming shall be via key.

2.03. TEMPORARY CONSTRUCTION FENCING

A. Provide construction fencing to delineate limits of construction areas; restrict access to authorized personnel; and protect pedestrians, landscaping, and adjacent areas from construction operations.

B. Locations: Provide construction fencing at the following locations:

1. At periphery of Contractor Laydown area

2. At edges of designated pedestrian walkways within the Laydown area.

(a) Exception: Fencing is not required where a construction barrier is installed.

3. Around individual trees or groups of trees to serve as temporary tree protection within the Laydown area.

(a) Fencing shall generally be located along the dripline of the trees, but need not extend onto existing paved areas.

C. Privacy Screen: A construction privacy screen shall be installed on all construction fencing to reduce visual impact of construction operations.

D. Access: Install locking gates as shown in the Drawings and to provide access into the Laydown area, access across pedestrian walkways, into tree protection areas, and other locations required to support the Contractor's activities.

1. Gates installed across the fire lane shall provide a minimum unobstructed clear width of 20 feet when open.

2. Egress gates shall be swinging type and shall open outward towards the public way. Egress gates shall be secured via panic hardware installed on the interior side in accordance with Section 1010.1.10.1 of the 2015 IBC; no other latch or lock device shall be provided on egress gates.

3. Non-egress gates may be swinging type, sliding type, or a combination thereof, and shall be secured using locks that are all unlocked using the same key.

2.04. TEMPORARY CONSTRUCTION BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas and to protect pedestrians, existing facilities, and adjacent properties from damage by construction operations.

B. Temporary exterior construction barriers will be located as shown in the Drawings, where required by Code, and in the following areas.

1. Locations adjacent to elevated work exceeding 8 feet above grade where the horizontal distance between the pedestrian walkway and elevated work (including any hoisted materials) is less than one half of the height of the work. Barriers need only be installed on the side of the walkway facing the elevated work or hoisted material.

2. Perimeter of enclosure and access support structure within 8 feet of grade. Enclosure shall include locking access doors as necessary to support the Contractor's activities; including, but not limited to, at the west access stair and at the north side of the enclosure. The door locks shall be keyed to the same key as all other project construction doors and gates.

3. Around lamp posts and below-grade luminaire vaults within the Laydown area.

C. Temporary interior barriers will be located as shown in the Drawings and in the following locations:

1. At the first-floor north exit at the rotunda to provide a temporary closure of this exit. This barrier shall incorporate a self-closing, self-locking door to permit secondary access to the portico area. The door lock shall be keyed to the same key as all other project construction doors and gates.

(a) The interior doors exposed to the public must be manufactured doors that are aesthetically pleasing and finished with trim to provide a complete, finished appearance.

(b) The door color shall complement the adjacent finished drywall and be approved by the GSD.

D. Barriers shall be designed to resist all loads in Chapter 16 of the 2015 International Building Code (IBC) or shall be constructed prescriptively as described in the 2015 IBC, Chapter 33, Section 3306.6, "Barrier design."

1. For interior temporary construction barriers, the following shall also be met:

(a) Plywood used in barrier construction shall be fire-treated.

(b) Barrier exposed to public areas shall be finished with painted drywall.

(c) Barrier heights vary, as shown on the Drawings, but shall not be less than the code-prescribed minimum.

E. All interior surfaces exposed to the public shall be finished with painted drywall in accordance with Article 2.02.C of this Section.

2.05. TEMPORARY COVERED WALKWAY

A. General: Furnish, install, and maintain overhead protection as necessary to provide pedestrian walkways and allow occupants to safely travel through work areas where necessary to access entrances, exits, all other means of egress, and any other area that is intended to remain open during construction without the risk of personal injury.

1. Accessibility for the disabled is not to be altered due to the temporary barriers or covered walkways.
2. Install all pedestrian protection facilities in a neat and reasonably uniform appearance, structurally adequate for the required purposes.
3. Maintain pedestrian protection during entire construction period.
4. Ensure lighting throughout pedestrian walkways meet the minimum requirement of 1 foot-candle at floor level to allow for safe public passage in accordance with Chapter 33 of the 2015 IBC.
   (a) Lighting fixtures are to be decorative in nature and shall be approved by the GSD and Engineer.
5. All covered pedestrian walkways shall be designed to resist all design, service, and superimposed loads as required by Chapter 33 of the 2015 IBC and as follows:
   (a) The design impact load for covered walkways shall be not less than 150 psf uniformly distributed over the entire structure.

2.06. TEMPORARY WALKWAYS AND RAMPS

A. General: Comply with requirements of the 2015 IBC, ICC A117.1-17, and the Americans with Disabilities Act for design, construction, and maintenance of temporary walkways and ramps during the Project.

1. Walkways and ramps shall be designed by a professional engineer licensed in the State of West Virginia.
2. Floor and ground surfaces shall be stable, firm, and slip resistant.
3. Walkways and ramps shall be provided with handrails, guards, and any other appurtenances as required by the referenced standards.
4. Walkways and ramps shall be designed and constructed so as to be removed with minimal impact to existing grades and ground surfaces.
5. Walkways and ramps surfaces shall be constructed above the existing grade level using temporary fill or structural framing. Cuts into the existing grade shall not be permitted unless explicitly approved by the GSD and Engineer.
6. Walkways, ramps, and any appurtenances shall not be attached or fastened to any existing building surface, site element, or tree.
7. The design shall incorporate measures to prevent the accumulation or ponding of water on or adjacent to the walkways or ramps.

2.07. ENCLOSURE AND ACCESS SUPPORT STRUCTURE

A. General: Comply with requirements of the 2015 IBC and OSHA for construction of enclosure and access support structure.

1. Enclosure and access support structure shall be an engineered structure designed and sealed by a Professional Engineer licensed in the State of West Virginia.
2. Enclosure and access support structure shall fully cover entire work area of the North Stairs and provide a security barrier at its base to prevent unauthorized entry into the work areas and into the Capitol Building after concrete slabs have been removed exposing the interior of the building.
3. Temporary enclosure and access support structure shall be independently supported on grade. The structure shall not be supported by, connected to, or impart any load in any way to the existing building. No anchors or attachments shall be made into any portion of the building.
4. The structures shall be constructed on an engineered foundation designed to resist all imposed loads. Geotechnical surveys will be required to verify conditions of existing soils at bearing locations for support structures.
5. Foundations shall be designed and constructed based on the actual soil and geotechnical conditions at each location.
   (a) Based on anticipated soil conditions, it is likely that a combination of concrete structural slabs, grade beams, helical piers or other structural elements will be required to support the temporary structure.
6. Enclosure and access support structure shall span the entire work area without imparting load onto the existing structure.
7. Enclosure shall be designed and installed to completely prevent water infiltration into areas where work is being executed, which could cause leakage to the interior of the building or interfere with the successful execution of the work, and to maintain suitable working temperatures for performance of the Work independent of the weather conditions.
8. Design of enclosure and access support structure must account for loads from hoisting, workers, tools and equipment, or any other construction activities that may impart load into the structure.
9. Support structure shall be engineered to be self-supporting and capable of adequately resisting required all design loads.
10. Support structure shall not be anchored to, be supported by, or bear onto any horizontal or vertical surface of the existing structure.
11. Protect existing finishes at locations where structure makes incidental contact with building surfaces. Any locations that are damaged shall be repaired at the Contractor’s expense.
12. Temporary structures to be designed to support all loads induced once fully enclosed by security or weather covering.

13. Support structure shall be constructed so as not to interfere with egress routes from the building.
14. Enclosure and access support structure may be used for rigging, hoisting, and transporting stonework pieces within the enclosure if the structure is designed for such loads. Anticipated weights for stonework pieces in each area are shown in the Drawings.
15. Enclosure and access support structure is intended to provide access for construction personnel to the first-floor portico level to limit construction traffic through the building after the stair slab has been removed. Means should also be provided to transporting materials, equipment, and supplies between the ground level and portico level.

B. Basis of Design: HAKITEC Temporary Roofing System

2.08. ENCLOSURE:

A. Enclosures will be required in order to provide an enclosed space where temperature can be controlled, to prevent water entry into the building, and provide security to prevent unauthorized entry into the building.

B. Enclosure material shall comply with all OSHA requirements.

C. Enclosure material shall be continuous and free from openings and punctures and shall provide necessary weather protection to prevent water infiltration into work area.

D. Accessories: As needed to securely fasten enclosure material to scaffolding components to withstand necessary loading to act as a construction barrier.

E. Color and appearance of enclosure shall be approved by the GSD and Engineer.

2.09. EGRESS DOOR ALARM

A. General: The northwest exit door at the ground level will be designated for emergency egress only. A door alarm shall be installed at the door to deter building occupants from exiting through the door into the Laydown area in a non-emergency situation. The door alarm shall be clearly audible from all areas of the Laydown area and at the interior side of the door.

1. The alarm sound level measured at any point in the work area shall be not less than 75 dBA but shall not exceed 120 dBA. The alarm sound level measured at the interior of the door shall be between 95 and 105 dBA.
   (a) The Contractor shall install remote warning horns within the Laydown area as necessary to achieve the required sound coverage.
2. Warning signs shall be clearly posted on the door to indicate that the door is alarmed.
3. Upon activation of the alarm, the Contractor shall immediately verify if activation of the alarm constitutes an emergency.
   (a) In the event of an emergency, the Contractor shall stop work and verify that all egress paths are clear and unobstructed.

(b) If no emergency is present, the Contractor shall immediately disactivate the alarm and investigate to ensure that no unauthorized persons are in the Laydown area.

4. At least weekly, the Contractor shall test the alarm to verify that it is working properly. Scheduling of the tests shall be coordinated with the GSD to provide the least disruption to building occupants.

5. Provide one copy of the key to the Capitol police and one copy of the key for use in disarming the alarm in case the Contractor is not available.

PART 3 - EXECUTION

3.01. GENERAL

A. Install temporary way-finding signage that clearly directs pedestrians through work areas prior to installing temporary fencing, construction barriers, covered walkway, or structures. Inspect signage on a daily basis to ensure adequate direction is provided for pedestrians.

B. All temporary fencing, construction barriers, and covered walkways shall be installed and approved by the GSD and State Fire Marshall prior to erecting temporary enclosure and access support structure.

C. All temporary facilities shall be maintained in a neat, orderly, and reasonably uniform condition and free from any graffiti.

END OF SECTION 01 56 00

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01. RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), State of West Virginia Supplementary Conditions to the Standard Form of Agreement Between Owner and Contractor (AIA A201-2017), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02. SUMMARY

A. This section includes the following subjects:

1. Transportation and Handling
2. Storage and Protection
3. Existing Products

1.03. RELATED SECTIONS

A. Section 01 11 00 – “Summary of Work”

B. Section 01 31 00 – “Project Management and Coordination”

C. Section 01 33 00 – “Submittal Procedures”

D. Section 01 77 00 – “Closeout Requirements”

1.04. DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1.05. TRANSPORTATION AND HANDLING

A. Arrange deliveries of material in accordance with construction schedules.

1. Coordinate delivery so as to avoid conflict with the Work and with conditions at the site.
2. Coordinate delivery in order to minimize site storage time and potential damage to stored materials.
3. 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.
4. Coordinate delivery to avoid disruptions and interruptions of building operations.

B. Transport and handle products in accordance with manufacturer's instructions. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft.

C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

D. Provide equipment and personnel to handle the material by methods that will prevent soiling or damage to the products or the packaging.

E. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

1.06. STORAGE AND PROTECTION

A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.

B. Store materials in strict accordance with the manufacturer's instructions, with seals and labels intact and legible. Store products subject to damage by the elements in weather-tight enclosures. Maintain temperature and humidity within the range required by the manufacturer's instructions.

1. Store materials in a secure area such that they cannot be tampered with.

C. Exterior storage:

1. Store products above the ground, on blocking or skids, so as to prevent soiling or staining. Cover products that are subject to deterioration with watertight sheet coverings; provide adequate ventilation to prevent condensation.

2. Store loose granular materials in a well-drained area on a solid surface to prevent mixing with foreign matter.

3. Prevent contact with material that may cause corrosion, discoloration, or staining.

4. Store materials in a secure area such that they cannot be tampered with.

D. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored materials to assure that they are maintained under specified conditions, free from damage deterioration.

1.07. EXISTING PRODUCTS

A. Many existing products or materials are indicated to remain in place, and work covered by the Contract Documents will be installed over or connected to such remaining existing products or materials. Where existing products or materials are to remain, they shall be inspected and repaired as needed prior to installing new products or materials over or adjacent to the remaining existing products or materials.

B. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.

C. Unforeseen historic items encountered remain the property of the GSD; notify GSD promptly upon discovery; protect, remove, handle, and store as directed by the GSD and in accordance with Section 01 11 00 “Summary of Work.”

D. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the GSD, or otherwise indicated as to remain the

property of the GSD, become the property of the Contractor and should be properly remove from site.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

NOT USED.

END OF SECTION 01 60 00

SECTION 01 74 00

CLEANING AND WASTE MANAGEMENT

PART 1 - GENERAL

1.01. RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), State of West Virginia Supplementary Conditions to the Standard Form of Agreement Between Owner and Contractor (AIA A201-2017), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02. SUMMARY

A. The work shall consist of providing the necessary labor, material, tools, equipment, and services for and reasonably incidental to cleaning work specified.

1.03. RELATED SECTIONS

A. Section 01 77 00 – "Closeout Procedures"

1.04. GENERAL REQUIREMENTS

A. Maintain the premises and all spaces free from accumulation of waste, debris, and rubbish caused by construction operations.

B. When the work area is returned to the GSD for use, the work area as well as adjacent areas on each side, shall be free of construction debris.

C. At completion of the Work, remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus material; and clean all exposed surfaces. Leave the project clean and ready for Phase-2 work.

D. Maintain the project in accordance with the requirements of the Federal Occupational Safety and Health Act, and all rules and regulations pursuant to the Act.

E. Hazard control:

1. Store volatile or flammable waste, such as mineral spirits, oil, oily rags, paint rags, paint cans, paint thinner, and other potentially hazardous refuse, in covered metal containers outside of the building.

2. Do not permit the accumulation of waste materials and debris on the premises. Work areas to be cleaned daily to the satisfaction of the GSD and Engineer.

F. Conduct all cleaning and disposal operations in compliance with all local laws and ordinances and anti-pollution laws.

G. Burning or burying of debris, rubbish, or other waste materials on the premises will not be permitted.

H. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains.

1.05. SUBMITTALS

A. Submit the name and location of an approved disposal site for wastes to the authorized representative of the GSD.

PART 2 - PRODUCTS

2.01. MATERIALS

A. On surfaces to be cleaned, use only the cleaning material or agent recommended by the manufacturer or fabricator of the surface to be cleaned and that won't damage any surface.

B. Do not use cleaning agents on surfaces other than those recommended by cleaning agent manufacturer.

PART 3 - EXECUTION

3.01. PROGRESS CLEANING

A. General: Maintain Project site and work areas free of waste materials and debris. Execute cleaning in such a manner to ensure that the building, premises, and public and adjacent properties are maintained free from accumulation of debris, waste materials, and rubbish. Handle waste materials, debris, and rubbish with as few handlings as possible. Do not drop or throw debris from heights. Clean work areas on a daily basis to the satisfaction of the GSD and Engineer.

B. Provide suitable closed containers, as approved, on site and in sufficient quantity and capacity to provide safe storage of rubbish and debris until disposal.

1. Remove waste materials, debris, and rubbish from the site and dispose of legally at an approved public or private dumping area.

2. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

3. Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

C. Schedule cleaning operations so that dust and other contaminants resulting from cleaning operations do not fall on wet, painted, or otherwise uncured surfaces.

D. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.

E. 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.

F. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and

that will not damage exposed surfaces.

G. Exposed Surfaces: Clean exposed surfaces. Protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

H. Cutting and Patching: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

I. 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.

J. 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.

K. 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. Where applicable, such exposures include, but are not limited to, the following:

1. Excessive static or dynamic loading.
2. Excessive internal or external pressures.
3. Excessively high or low temperatures and humidity.
4. Thermal shock.
5. Pollution and air contamination.
6. Water or ice.
7. Chemicals and solvents.
8. Light.
9. Radiation.
10. Puncture.
11. Abrasion.
12. Heavy traffic.
13. Soiling, staining, and corrosion.
14. Bacteria.
15. Rodent and insect infestation.
16. Combustion.
17. Electrical current.
18. High-speed operation.
19. Improper lubrication.
20. Unusual wear or other misuse.

21. Contact between incompatible materials.
22. Destructive testing.
23. Misalignment.
24. Excessive weathering.
25. Unprotected storage.
26. Improper shipping or handling.
27. Theft or vandalism.

3.02. FINAL CLEANING

A. Coordinate final cleaning with other requirements for project completion in Section 01 77 00 “Closeout Procedures.”

B. General: 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.

C. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project.

1. 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.
2. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
3. Sweep concrete floors broom clean in unoccupied spaces.
4. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
5. Remove tools, construction equipment, machinery, and surplus material from Project site.
6. 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.
7. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
8. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
9. Remove labels that are not permanent.
10. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

11. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
12. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
13. Replace parts subject to unusual operating conditions.
14. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
15. Replace disposable air filters, and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
16. Clean ducts, blowers, and coils if units were operated without filters during construction.
17. Leave Project clean and ready for occupancy.

D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Capitol Complex property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01 74 00

SECTION 01 77 00

CLOSEOUT PROCEDURE

PART 1 - GENERAL

1.01. RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), State of West Virginia Supplementary Conditions to the Standard Form of Agreement Between Owner and Contractor (AIA A201-2017), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02. SUMMARY

A. 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. Final cleaning.
4. Repair of the Work.

1.03. RELATED SECTIONS

A. Section 01 29 00 – “Payment Procedures”

B. Section 01 74 00 – “Cleaning and Waste Management”

C. Section 01 78 23 – “Operation and Maintenance Data”

D. Section 01 78 39 – “Project Record Documents”

1.04. SUBMITTALS

A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

B. Certified List of Incomplete Items: Final submittal at Final Completion.

1.05. 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 ten days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.

2. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
3. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Engineer. Label with manufacturer's name and model number where applicable.
   (a) Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Engineer's signature for receipt of submittals.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of ten days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Complete final cleaning requirements.
2. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
3. Damage to the existing building will be the responsibility of the Contractor and must be addressed to the satisfaction of WDP and the GSD prior to Final Completion.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of ten days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer 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 Engineer, 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.

1.06. 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 01 29 00 “Payment Procedures.”
2. Certified List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit Project Record Documents in accordance with Section 01 78 39 “Project Record Documents.”

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of ten days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction 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.

C. Complete final inspection report of temporary facilities to ensure that all temporary facilities to remain are free from deficiencies and are ready to be transitioned to the Phase 2 Contractor.

D. Deliver keys to GSD for all locks on the project site.

1.07. 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, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
   (a) Project name.
   (b) Date.
   (c) Name of Engineer.
   (d) Name of Contractor.
   (e) Page number.

B. Submit list of incomplete items in the following format:

1. PDF electronic file. Engineer will return annotated file.

PART 2 - PRODUCTS

2.01. 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

3.01. 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: Perform final cleaning in accordance with Section 01 74 00 “Cleaning and Waste Management.”

END OF SECTION 01 77 00

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01. RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), State of West Virginia Supplementary Conditions to the Standard Form of Agreement Between Owner and Contractor (AIA A201-2017), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02. SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Product Data.
3. Record Maintenance Data.
4. Miscellaneous Record Submittals.

B. Related Requirements:

1. Section 01 77 00 – “Closeout Procedures”

1.03. SUBMITTALS

A. Record Drawings and all Shop Drawings: Comply with the following:

1. All Record Documents must be submitted before authorization of final payment can be made.
2. Number of Copies:
   (a) Submit one full-sized (24” × 36”) set of marked-up record prints.
   (b) Submit Digital Record of Drawings in PDF electronic format
   (c) Submit one original copy of all stone inspection reports
   (d) Submit Digital Record of stone inspection reports in PDF electronic format

B. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

C. Record Maintenance Data: Submit requirements for maintenance for each temporary product submitted to remain with detailed instructions on cleaning and maintenance of such product.

PART 2 - PRODUCTS

2.01. RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual conditions where hidden conditions varies from that shown originally.

(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 record prints to corresponding archive 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) Locations of original elements and finishes left in place as a historical record.

(d) Locations of concealed internal utilities.

(e) Changes made by Change Order or Construction Change Directive.

(f) Changes made following Engineer's written orders.

(g) Clarifications to Contract Documents from RFIs.

(h) Details not on the original Contract Drawings.

(i) Field records for variable and concealed conditions.

(j) 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 record prints.

4. Mark record sets with erasable, red-colored pencil. Use other, easily-distinguishable colors to differentiate 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 record prints with Engineer. 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 Documents.
2. Format: Annotated PDF electronic file with comment function enabled.
3. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
4. Refer instances of uncertainty to Engineer for resolution.

2.02. RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders and record Drawings where applicable.

B. Format: Submit record Product Data as annotated PDF electronic file.

1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

2.03. RECORD MAINTENANCE DATA

A. General: Record maintenance data can be incorporated into package for record product data, provided information relating to maintenance of products and materials are clearly defined.

B. Content: Organize data 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. Source Information: List each product included in manual, identified by product name and arranged to match manual’s table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

D. 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.

E. 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.

F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

G. 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.

2.04. MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as a PDF electronic file.

1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.01. RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Engineer's reference during normal working hours.

3.02. COORDINATION

A. Coordinate submission of Record Documents with other requirements for project completion outlined in Section 01 77 00 “Closeout Procedures.”

END OF SECTION 01 78 39

SECTION 02 41 19

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.01. RELATED DOCUMENTS

A. Drawings, General Provisions of the Contract, including General Conditions of the Contract for Construction (AIA 201), State of West Virginia Supplementary Conditions to the Standard Form of Agreement Between Owner and Contractor (AIA A201-2007), all other contract conditions, and Division 01 Specification Sections apply to this Section.

1.02. SUMMARY

A. This section includes general provisions for the selective demolition necessary to conduct the work.

B. This section includes additional field investigation support to be provided to the Engineer to verify existing conditions.

C. The scope of selective demolition shall generally consist of providing all necessary labor, materials, equipment, and supervision required to conduct the selective demolition required to perform comprehensive repairs to address the ongoing moisture intrusion-related damage at the North Stair. The work applicable under this section shall generally consist of, but not be limited to, the following at each relative location:

1. Landing at the Portico
   (a) Remove, inspect, catalog, salvage. and store the first two courses of limestone pavers, as shown in the Drawings, such that they can be reinstalled.
   (b) Remove existing mortar setting bed.
   (c) Remove existing waterproofing under limestone pavers. Leave 12” of existing waterproofing to integrate with the new waterproofing system.
2. Upper/Middle Flights
   (a) Remove, inspect, catalog, salvage and store all-limestone stair treads such that they can be reinstalled.
   (b) Remove, salvage, and store existing brick pedestals under limestone treads.
   (c) Remove and discard reinforced concrete slab.
   (d) Remove and discard concrete encasement around structural steel beams.
3. Middle Landing
   (a) Remove, inspect, catalog, salvage, and store limestone pavers such that they can be reinstalled.
   (b) Remove and discard reinforced concrete slab

(c) Remove and discard concrete encasement around structural steel beams.

4. Platform
   (a) Remove, inspect, catalog, and store limestone pavers such that they can be salvaged and reinstalled.
   (b) Remove and discard brick pavers.
   (c) Remove and discard concrete slab on metal deck
   (d) Remove and discard existing drainage pipe system
   (e) Remove and discard ledger angles and stainless-steel bolts.
5. Lower Flight
   (a) Remove, inspect, catalog, and store the granite stair treads such that they can be salvaged and reinstalled.
   (b) Remove existing waterproofing membrane.
6. Lower Landing
   (a) Remove, salvage, and store the concrete pavers such that they can be reinstalled.
7. East and West Side Stairs
   (a) Remove, inspect, catalog, and store the granite stair treads such that they can be salvaged and reinstalled.
8. Cheek Walls
   (a) Remove, inspect, catalog, and store the select limestone panels/caps such that they can be salvaged and reinstalled.
   (b) Remove existing waterproofing
   (c) Selectively remove and salvage brick where shown on the Drawings.
   (d) Remove and discard concrete encasement around structural steel beams.
9. Interior of Reading Room
   (a) Remove and salvage existing wood base molding
   (b) Remove and discard existing gypsum board sheathing and light-gauge metal studs.
   (c) Remove and salvage existing wood doors and door frames
   (d) Remove and discard existing metal ductwork.
   (e) Remove and salvage existing electrical outlets, switches, conduits, fixtures, boxes, wiring.
   (f) Remove and discard existing internal gutter system and piping.
   (g) Remove and discard existing carpeting.
10. Interior of Break Room

(a) Remove and discard existing metal ductwork.

(b) Disconnect and protect existing air handler unit in place.

1.03. RELATED SECTIONS

A. All Sections of the Project Manual.

1.04. REFERENCES

A. Building Stone Institute (BSI), “Recommended Best Practices”

B. Indiana Limestone Institute of America (ILIA), “Indiana Limestone Handbook”

C. Natural Stone Institute (NSI), “Dimension Stone Design Manual”

1.05. DEFINITIONS

A. Remove and Discard: Carefully detach items from existing construction and legally dispose of items off owner’s property except those indicated to be reinstalled or to be turned over to the GSD as historical record.

B. Remove and salvage for reinstallation: carefully detach items indicated from existing construction and catalog; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in the same locations or in locations indicated.

C. Remove and salvage for historical record: carefully detach items indicated from existing construction and catalog; clean items and protect from damage until they are delivered to the GSD.

D. Catalog: as items are removed and salvaged, label each item such that the item can be reinstalled in its original location and orientation or to serve as a record for items that were removed and salvaged for historical records. Labels shall be temporary and easily removable without affecting any finish face of the item or shall be in a location which will be permanently unexposed from view when the item is reinstalled.

E. Existing to remain: protect construction indicated to remain against damage and soiling during selective demolition.

F. Inspect: carefully examine existing conditions of any items noted to remain to ensure that they are in proper condition. Notify engineer of any observed deficient or detrimental condition as more specifically defined in each applicable section.

G. Verify: confirm, through visual observations, that the items and conditions itemized in each applicable section are present and in proper condition. Notify engineer of any missing or deficient it.

1.06. SUBMITTALS

A. Preconstruction photographs: shall be submitted prior to beginning selective demolition in accordance with section 01 32 33 “Photographic Documentation.”

1. Damage to any materials which are to remain or be reinstalled will be assumed to have occurred as a result of Construction unless properly documented prior to construction. Such damages shall be corrected by the Contractor at no additional cost to the GSD.

B. Site use plan: in accordance with section 01 50 00 “Temporary Facilities and Controls.”

C. Safety plan: in accordance with section 01 50 00 “Temporary Facilities and Controls,” including confined space entry safety plan.

D. Selective demolition schedule: provide schedule of materials to be removed and salvaged for historical record; materials to be salvaged, stored, and reinstalled; materials to be removed and discarded; and materials to remain.

1. Identify the extents of removal of materials which are to partially remain.

2. Indicate any discrepancies between proposed demolition and items or extents noted on Drawings.

3. Include detailed means and methods for executing each portion of the demolition necessary to complete work.

4. Include access provisions required to execute selective demolition tasks. Coordinate access requirements with section 01 50 00 “Temporary Facilities and Controls” and section 01 56 00 “Temporary Barriers and Enclosures”

(a) Include detailed sequence of shoring, selective demolition, and removal work with starting and ending dates for each task in coordination with the Construction Schedule in Section 01 32 13 “Scheduling of Work.” Indicate dates and items that demolition noise may create or cause disruptions to adjacent occupied spaces. Coordinate such dates with the GSD.

E. Weather protection plan: contractor shall submit proposed plan for weather protection of the North Stair during demolition and construction. Proposed temporary weather protection shall prevent water entry into the interior of the building during the construction period.

1. Include specific information relating to the temporary enclosures at the North Stair in accordance with Section 01 56 00 “Temporary Barriers and Enclosures.”

2. Include specific information for weather protection for the removal of the limestone treads, pavers, and panels of the North Stair.

F. Limestone/Granite removal plan at North Stair: Include the proposed plans, phasing, and execution provisions for limestone/granite removal, inspection, cataloging, cleaning, and storage. Each piece shall be cataloged in a manner that it can be returned to its original location.

G. Site security protection plan to include provisions for security of laydown area and also to prevent unauthorized entry into the building.

1.07. ADDITIONAL FIELD INVESTIGATION SUPPORT

A. The field investigation performed by the Engineer focused on the source of water infiltration leading to damage of the North Stair and interior Reading Room. Other conditions have since been noted that require additional investigative support to verify the assumptions needed to develop the repair design. The following outlines specific requirements for additional field investigation support to be provided by the Contractor

as part of the repair project.

1. Encased Steel Beams: Removal of all concrete encasement around the steel beams and provide access to the Engineer to verify the section sizes and evaluate each steel beam for corrosion and section loss.
2. Reinforced Concrete Beams at Platform: After the platform pavers and slab have been removed, provide access to the Engineer at the concrete beams beneath the platform to evaluate the beams for cracking, delamination, spalling, and other evidence of deterioration. The Engineer will identify locations to perform exploratory openings to observe the condition of the embedded reinforcement. At exploratory opening locations indicated by the Engineer, the Contractor will selectively remove the concrete to completely expose the reinforcement using means that will not damage the reinforcement. It is anticipated that each opening will be approximately 1 square foot in size and that three openings will be performed. In addition, the Engineer will indicate locations to extract concrete cores for compression strength testing and chloride testing. The Contractor will extract the cores at the locations indicated by the Engineer. It is anticipated that three 3-inch diameter cores will be required.
3. Concrete Slab at Lower Flight: After the platform pavers and slab and granite stair treads have been removed, provide access above and beneath the lower flight stair slab for the Engineer to evaluate the reinforced concrete for cracking, delamination, spalling, and other evidence of deterioration. The Engineer will identify locations to perform exploratory openings to observe the condition of the embedded reinforcement. At exploratory opening locations indicated by the Engineer, the Contractor will selectively remove the concrete to completely expose the reinforcement using means that will not damage the reinforcement. It is anticipated that each opening will be approximately 1 square foot in size and that three openings will be performed. In addition, the Engineer will indicate locations to extract concrete cores for compression strength testing and chloride testing. The Contractor will extract the cores at the locations indicated by the Engineer. It is anticipated that three 3-inch diameter cores will be required.
4. Cheek wall slabs: Once the caps and panels are removed from cheek walls and waterproofing membrane has been removed from the top of the cheek wall slab, provide access to provide access above and beneath the cheek wall slab for the Engineer to evaluate the reinforced concrete for cracking, delamination, spalling, and other evidence of deterioration. The Engineer will identify locations to perform exploratory openings to observe the condition of the embedded reinforcement. At exploratory opening locations indicated by the Engineer, the Contractor will selectively remove the concrete to completely expose the reinforcement using means that will not damage the reinforcement. It is anticipated that each opening will be approximately 1 square foot in size and that three openings will be performed. In addition, the Engineer will indicate locations to extract concrete cores for compression strength testing and chloride testing. The Contractor will extract the cores at the locations indicated by the Engineer. It is anticipated that three 3-inch diameter cores will be required.

1.08. QUALITY CONTROL

A. Firm Qualifications: Engage an experienced firm that has successfully completed selective demolition work similar to that indicated for this Project that entails selective demolition on an occupied historic building.

B. Regulatory Requirements: Comply with containment, hauling, and disposal regulations of all local, state, and federal authorities.

C. Preconstruction Conference: As part of the Preconstruction Conference required by Section 01 31 00 “Project Management and Coordination,” the means and methods for performing the demolition shall be discussed by all parties involved in the demolition. The following shall be discussed:

1. General condition of existing construction to be selectively demolished.
2. Selective Demolition Schedule of Items.
3. Availability of demolition personnel, including identification of which trades will be responsible for each item to be demolished.
4. Availability of materials, equipment, and facilities required for demolition and access to the items to be demolished.
5. Submittals and plans required for approval before work can begin.
6. List of existing warranties held on components to remain.

1.09. BUILDING CONDTIONS

A. The building will be occupied during the entire project and immediately adjacent to the work areas. Demolition shall be conducted so as to not reasonably disrupt use of the adjacent spaces. The Contractor shall coordinate any closure of the adjacent areas with the GSD’s approval.

1. Demolition of structural elements at the upper flight, middle landing, and middle flight shall not be commenced until after completion of the legislative session.

B. The ground-floor level legislative offices beneath the portico will be vacated during demolition. Contractor access to these areas will be coordinated through the GSD.

1. After completion of the structural demolition, occupancy of the ground-floor level legislative offices may be returned to the GSD if deemed safe for occupancy.

C. The Contractor shall be responsible for protecting all components to remain, including, but not limited to, finishes, floors, and fixtures.

D. Sale of removed items or materials on-site is not permitted.

E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

PART 2 - PRODUCTS

2.01. EQUIPMENT

A. The Contractor shall select the means and methods of demolition and transport of

demolition debris. All plans required to be submitted in this Section shall be approved by the Engineer and GSD prior to equipment mobilization. Debris shall not be transported through occupied portions of the building.

PART 3 - EXECUTION

3.01. SITE PROTECTION

A. Install pedestrian protection and signage in accordance with Section 01 50 00 "Temporary Facilities and Controls" and the approved Site Use Plan.

1. Coordinate and allow time and access for inspection of West Virginia State Fire Marshal, GSD, and Engineer prior to continuing with the Work.

B. All landscaping shall be protected from damage. Damaged landscaping shall be replaced by the Contractor at no additional cost to the GSD.

C. All interior surfaces not being demolished or removed shall be protected from damage during Work. Damaged surfaces shall be replaced by the Contractor at no additional cost to the GSD.

D. All exterior surfaces not being demolished or removed shall be protected from damage during Work. Damaged surfaces shall be repaired by the Contractor at no additional cost to the GSD.

3.02. EXAMINATION OF CONDITIONS PRIOR TO DEMOLITION

A. Prior to removing any materials, verify and document existing site conditions in accordance with Section 01 32 33 "Photographic Documentation." Document and photograph all existing landscaping, existing damages, and condition of existing construction.

B. The existing condition of all items indicated to be salvaged, stored, reused or reinstalled, or salvaged as shall be thoroughly documented prior to removal. Any damage to existing items not noted prior to removal shall be repaired or replaced by the Contractor at no additional cost to the GSD.

C. Discrepancies between the Drawings and existing conditions shall immediately be brought to the attention to the Engineer in writing for assessment.

D. Notify Engineer in writing of any existing condition that would preclude or hinder the proper execution of the Work.

3.03. SELECTIVE DEMOLITION, GENERAL

A. General: Removal of any materials shall not begin until proper site protection is in place. Demolish and remove existing construction only to the extent indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Locate selective demolition equipment and remove debris and materials so as not to impart loads on supporting walls, floors, or framing.

2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

3. Do not use cutting torches.

B. Remove only materials which are scheduled for removal. Removal of materials beyond the scope of Work shall not result in additional costs to the GSD.

C. Remove materials indicated to be removed and reinstalled in a manner that will not damage the existing materials remaining in place.

3.04. STORAGE OF SALVAGED MATERIALS, GENERAL

A. Properly and securely store all salvaged material on site within the Laydown area.

B. Salvaged materials shall not be stored or permitted on the building structure. Promptly remove salvaged materials and transport them to their designated storage area in a manner to protect them from damage.

C. Store salvaged materials separately from new materials to prevent intermixing.

D. Salvaged materials shall be stored, lifted off the ground, and covered in order to protect them from moisture or damage.

3.05. SELECTIVE DEMOLITION OF HISTORIC STONE UNITS

A. Identification: Each stone unit shall be assigned a unique Identification (ID) Number as shown in the Drawings. The Identification Number shall be affixed to the back side of the stone unit in a manner that will not become loose, damaged, or debonded from the unit prior to installation.

B. Cataloging: Contractor shall develop and maintain a log of all stone units. The completed catalog shall be submitted and approved by the Engineer and GSD prior to substantial completion. The Contractor shall be liable for additional expenses incurred by the GSD during the Phase-2 work resulting from errors or omissions in the Stone Catalog. The Stone Catalog shall include the following components:

1. Location Drawings: Updated Drawings showing the original location of each individual stone unit keyed to its unique Identification Number.

2. Storage Drawings: Updated Site Shop Drawings showing the location and orientation of each individual stone unit stored within the laydown area and keyed to its unique Identification Number.

3. Survey Sheets: Comprehensive collection of completed and signed survey sheets for all stone units. A sample survey sheet is located at the end of this Section.

4. Photographs: Comprehensive digital collection of all photographs for each stone unit. The filename for each photograph shall include the unique stone Identification Number.

5. Database: Develop an electronic database recording and summarizing all the information contained on the individual survey sheets and listing the filenames for the photographs of each stone unit. All information shall be keyed to each stone's unique Identification Number. The Contractor shall backcheck all information in the database against the completed and signed survey sheets prior to submitting to the GSD and Engineer.

C. Stone Surveying: The dimensions and condition of each stone unit shall be documented

using the Stone Survey Sheets and photographs in accordance with Section 01 32 33 "Photographic Documentation."

1. The condition of each stone unit shall be verified and documented by the Contractor, Engineer and GSD not fewer than three times: prior to removal, immediately after removal, and after placement within the storage area.
2. The stone survey shall include the following information for each stone unit:
   (a) Identification Number
   (b) Location of stone unit original installation, coordinated with Drawings
   (c) Description of any pre-existing damage to stone unit prior to removal, including erosion, chips, spalls, staining, or discoloration.
   (d) Photographs of all exposed surfaces of stone unit prior to removal. Include detailed photographs of damaged areas of unit.
   (e) Photographs of all surfaces of stone unit immediately after removal and prior to transportation to storage area.
   (f) Dimensions of stone unit.
   (g) Indicate which of the following conditions apply to each stone unit. More than one condition may apply to each stone.
      (i) Stone unit can be reinstalled in the same location without repairs or modifications.
      (ii) Stone unit can be reinstalled in the same location with modifications, noting the recommended modifications.
      (iii) Stone unit requires only minor cleaning prior to reinstallation.
      (iv) Stone unit likely requires moderate to heavy cleaning to address observable staining. Photographic documentation shall be provided for pre-existing staining prior to removal. Staining that occurs after removal shall be cleaned at the expense of the Contractor.
      (v) Stone unit was damaged prior to removal and cannot be reinstalled. Photographic documentation of such damage must be provided.
      (vi) Stone unit was damaged during removal, transport, or storage. Any unit damaged during removal, transport, or storage shall be repaired or replaced at the expense of the Contractor.
      (vii) Stone unit requires patching repairs. Provide photographs and diagrams of repair areas and volume of patching required.

3.06. HANDLING, TRANSPORTATION, AND STORAGE OF STONE UNITS

A. General: Handle, transport, and store stone units in accordance with recommendations in the *BSI Recommended Best Practices*, *ILIA Indiana Limestone Handbook*, *NSI Dimension Stone Design Manual*, and this Section.

B. Location: Individual stone units shall be stored within the laydown area at the predetermined locations indicated in the approved Site Shop Drawings.

1. A minimum of 24 inches clear space shall be maintained around each unit to permit full access to the units for historic treatment and repairs during the Phase-2 work. The clears spaces of adjacent stones shall be permitted to overlap.
2. Stone units shall be stored in a single layer and oriented such that their Identification Number can be clearly read from the Temporary Access Drive. Stone units shall not be stacked.
3. Salvaged stone shall be stored separately and away from other construction materials, construction waste, and temporary facilities.

C. Stone units are to be stored in manner that prevents staining from occurring on the unit surfaces.

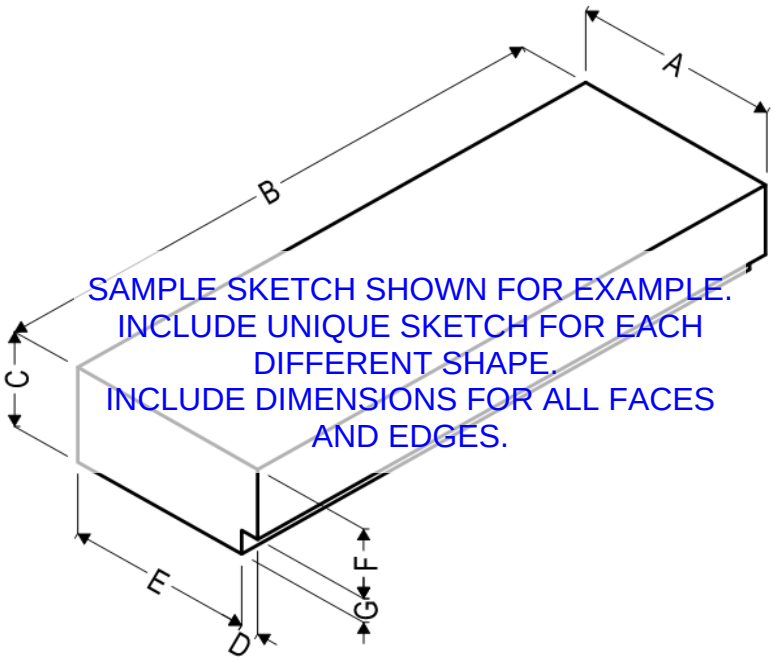
1. Stone units shall be stored a minimum of 5 inches above the ground on non-staining skids.
   (a) Acceptable wood species for skids include cypress, white pine, poplar, or yellow pine without any excessive amount of resin. Do not use chestnut, walnut, oak, fir, and other wood containing tannin.
   (b) Chemically treated wood shall not be used for skids.
2. Stone shall be covered to prevent staining from plant litter, animal refuse, mud splatter, and other potential staining sources.

END OF SECTION 02 41 19

SAMPLE STONE SURVEY SHEET

Each completed survey sheet and accompanying photographs shall be submitted to the Contractor at the end of each work day in order to be included in the master stone catalog and photographic documentation.

Stone ID No.



Location	Length (in)	
Overall Dimensions:		
A		
B		
C		
	Left	Right
D		
E		
F		
G		
H	NOT USED	THIS STONE
I	NOT USED	THIS STONE
J	NOT USED	THIS STONE
K	NOT USED	THIS STONE
L	NOT USED	THIS STONE
M	NOT USED	THIS STONE
Mortar Joints		
Side		
Top		
Bottom		

Description and Location of Damage (i.e. Chips, Cracks, Spalls Discoloration):

•Stone cleaning recommended: Minor / Moderate to heavy
•Type of repair _____
•Patching required? Yes / No (if yes, shade the area on the sketch)
•Volume of Patching: _____ [in^3]
To be documented on ground after handling and storage
•Stone to be replaced (by Contractor)? Yes / No

Checklist

❑ Photographed prior to removal
❑ Add building reference points for existing location
❑ Existing conditions prevent removal per rigging plan
❑ Photographed after removal
❑ Documentation of areas to be patched
❑ Labeled with Stone ID
❑ Labeled stone with location of mortar joint lines above

Contractor Representative: _____ (Print) _____ (Signed) Date: _____

WDP/GSD Representative: _____ (Print) _____ (Signed) Date: _____

WEST VIRGINIA STATE CAPITOL BUILDING
NORTH STAIR REPAIR

CONSTRUCTION DOCUMENTS | CHARLESTON, WEST VIRGINIA | SUBMISSION DATE 11/22/21

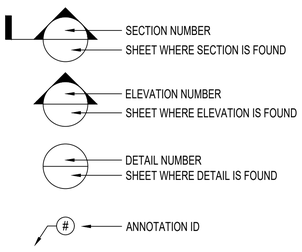
CODE ANALYSIS

1. APPLICABLE CODES:
   - A. 2016 WEST VIRGINIA STATE BUILDING CODE
   - B. 2015 INTERNATIONAL BUILDING CODE
   - C. 2015 INTERNATIONAL EXISTING BUILDING CODE
   - D. 2015 INTERNATIONAL PLUMBING CODE
   - E. 2009 INTERNATIONAL ENERGY CONSERVATION CODE
2. USE GROUP: B
3. CONSTRUCTION TYPE: N/A

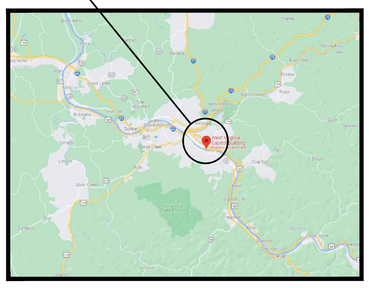
ABBREVIATIONS

≈	APPROXIMATELY
BLDG.	BUILDING
℄	CENTER LINE
CLR.	CLEAR
DEMO	DEMOLITION
EX.	EXISTING
Ø	DIAMETER
EQ.	EQUAL
GA	GAUGE
GSD	GENERAL SERVICES DIVISION
IN.	INCH
MAX.	MAXIMUM
MIN.	MINIMUM
NIS	NOT IN SCOPE
NTS.	NOT TO SCALE
O.C.	ON CENTER
OPP.	OPPOSITE
PSF	POUNDS PER SQUARE FEET
PSI	POUNDS PER SQUARE INCH
RCP	REFLECTED CEILING PLAN
SIM.	SIMILAR
SF	SQUARE FOOT
S.S.	STAINLESS STEEL
TYP.	TYPICAL
U.N.O.	UNLESS NOTED OTHERWISE
VIF.	VERIFY IN FIELD
WWR	WELDED WIRE REINFORCEMENT

SYMBOLS



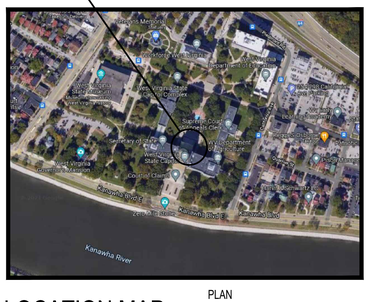
SITE



VICINITY MAP
NOT TO SCALE

PLAN NORTH

SITE



LOCATION MAP
NOT TO SCALE

PLAN NORTH

LIST OF DRAWINGS

SHEET #	SHEET TITLE
T0.01	TITLE SHEET
T1.01	GROUND FLOOR EXISTING EGRESS PLAN
T1.02	FIRST FLOOR EXISTING EGRESS PLAN
T2.01	FIRST FLOOR TEMPORARY EGRESS PLAN
G0.01	GENERAL NOTES
G1.01	SITE ACCESS PLAN
G1.02	SITE PROTECTION PLAN
G1.03	SITE PROTECTION PLAN
G1.04	GROUND FLOOR PROTECTION PLAN
G1.05	FIRST FLOOR PROTECTION PLAN
G2.01	STAIR WEST ELEVATION TEMPORARY PROTECTION
G3.01	STAIR SECTIONS TEMPORARY PROTECTION
G4.01	NORTH STAIR LIFTING PLAN
G5.01	TEMPORARY PROTECTION DETAILS
G5.02	TEMPORARY PROTECTION DETAILS
G5.03	SIGNAGE DETAILS
D1.01	GROUND FLOOR DEMOLITION PLAN
D1.01M	GROUND FLOOR MECHANICAL DEMOLITION PLAN
D1.02	STAIR FRAMING DEMOLITION PLAN
D1.03	NORTH STAIR DEMOLITION PLAN
D2.01	NORTH STAIR DEMOLITION ELEVATIONS
D3.01	DEMOLITION SECTION
D4.01	PARTIAL TREAD AND PAVER PLAN
D4.02	PARTIAL TREAD AND PAVER PLAN
D4.03	NORTH STAIR PARTIAL ELEVATIONS
D4.04	NORTH STAIR PARTIAL ELEVATIONS
D4.05	ENLARGED VIEWS AT SIDE STAIRS
D5.01	DEMOLITION DETAILS
D5.02	DEMOLITION DETAILS
D9.01	CHEEK WALL ISOMETRIC DETAILS

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19214
STATE OF WEST VIRGINIA
PROFESSIONAL ENGINEER
11/22/2021

WEST VIRGINIA STATE CAPITOL BUILDING
CHARLESTON, WV
NORTH STAIR REPAIR
TITLE SHEET

REVISIONS

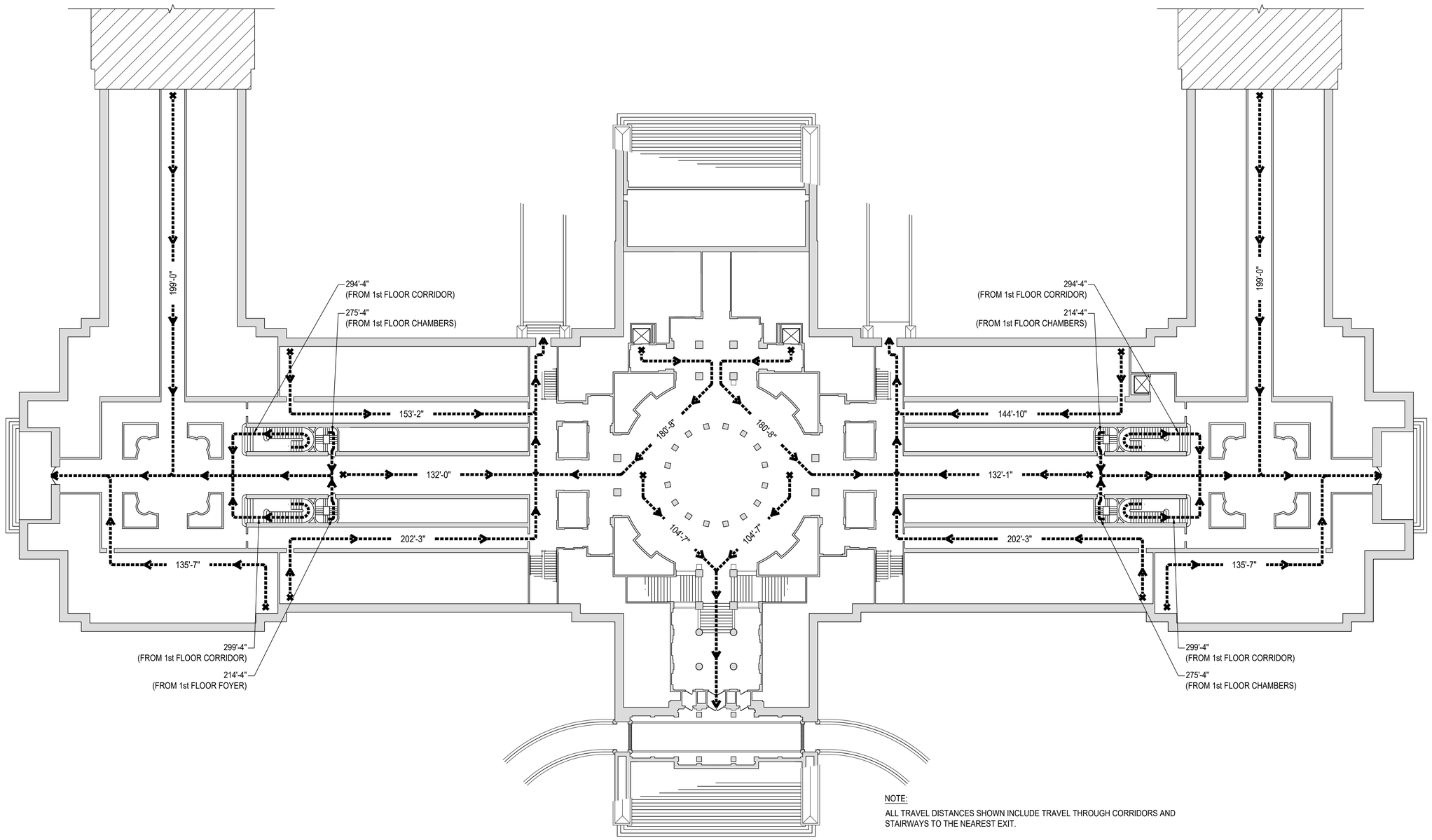
SUBMISSION DATE	11/22/21
WDP JOB NUMBER	21060
DESIGN	PBD
DRAFT	DT
CHECK	RAC

SHEET NAME
TITLE SHEET

SHEET NUMBER
T0.01

KEY LEGEND

X'-X" TRAVEL DISTANCE



NOTE:

ALL TRAVEL DISTANCES SHOWN INCLUDE TRAVEL THROUGH CORRIDORS AND STAIRWAYS TO THE NEAREST EXIT.

1 / T1.01 GROUND FLOOR EXISTING EGRESS PLAN

SCALE: 1" = 20'-0"

PLAN NORTH

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11/22/2021

WEST VIRGINIA STATE CAPITOL BUILDING
CHARLESTON, WV
NORTH STAIR REPAIR
FIRST FLOOR EXISTING EGRESS PLAN

REVISIONS

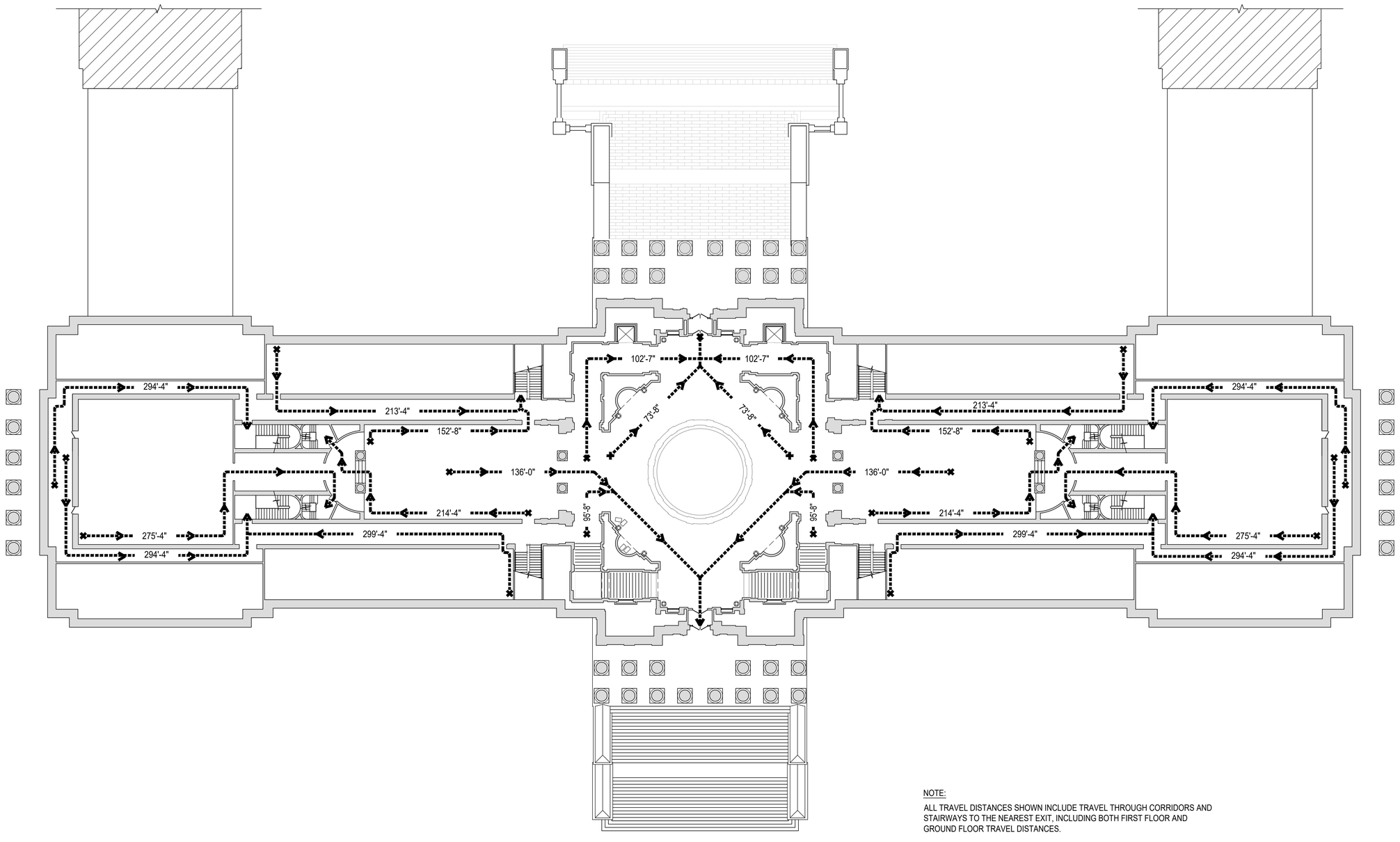
SUBMISSION DATE	11/22/21
WDP JOB NUMBER	21060
DESIGN	PBD
DRAFT	DT
CHECK	RAC

SHEET NAME
GRD FLOOR EXISTING EGRESS PLAN

SHEET NUMBER
T1.01

KEY LEGEND

X'-X" TRAVEL DISTANCE



NOTE:

ALL TRAVEL DISTANCES SHOWN INCLUDE TRAVEL THROUGH CORRIDORS AND STAIRWAYS TO THE NEAREST EXIT, INCLUDING BOTH FIRST FLOOR AND GROUND FLOOR TRAVEL DISTANCES.

1 / T1.02 FIRST FLOOR EXISTING EGRESS PLAN

SCALE: 1" = 20'-0"

PLAN NORTH

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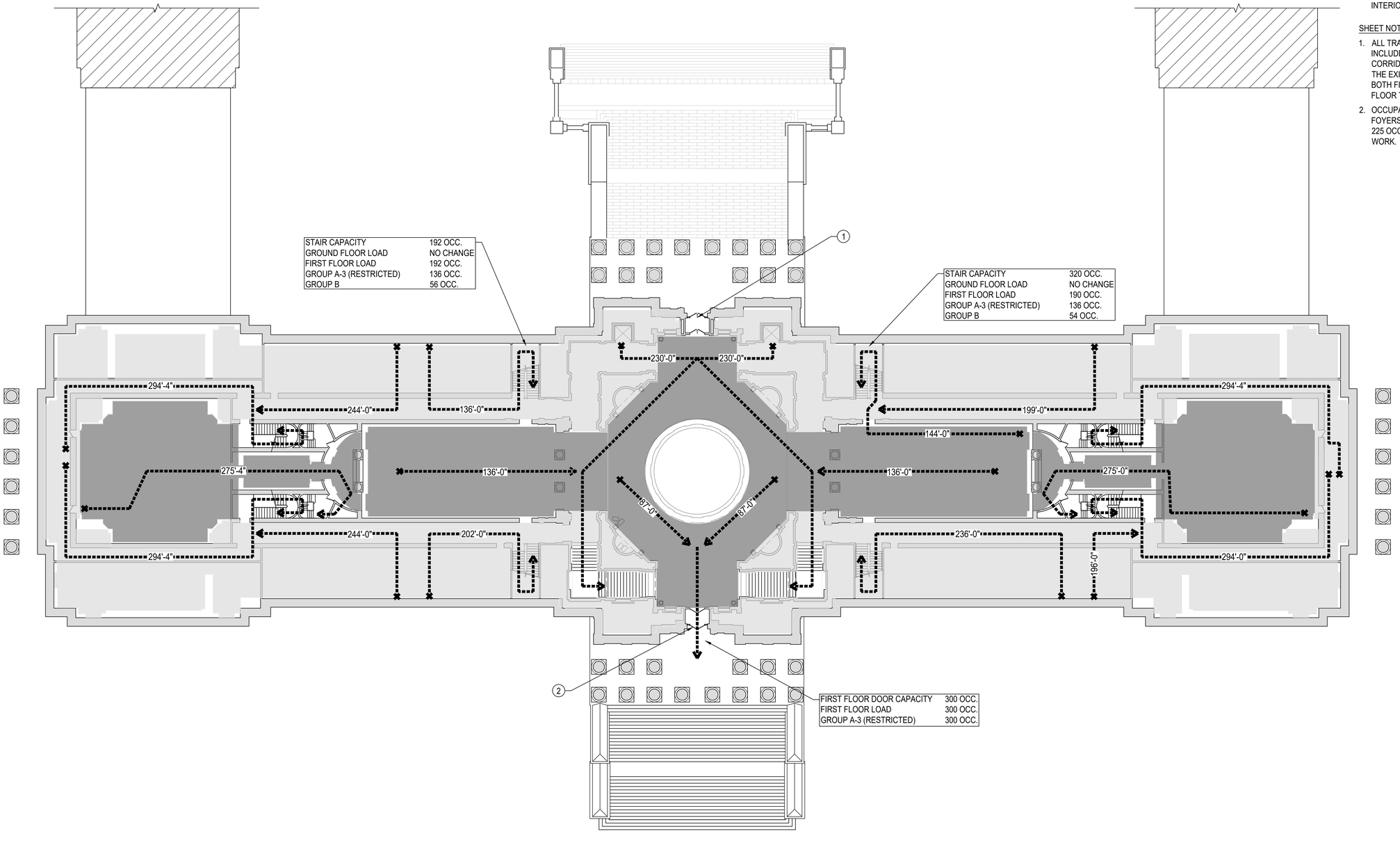
WEST VIRGINIA STATE CAPITOL BUILDING
CHARLESTON, WV
NORTH STAIR REPAIR

REVISIONS

SUBMISSION DATE	11/22/21
WDP JOB NUMBER	21060
DESIGN	PBD
DRAFT	DT
CHECK	RAC

SHEET NAME
FIRST FLOOR EXISTING EGRESS PLAN

SHEET NUMBER
T1.02



1 / T2.01 FIRST FLOOR TEMPORARY EGRESS PLAN

SCALE: 1" = 20'-0"

PLAN NORTH

KEY LEGEND

- GROUP A-3 OCCUPANCY
- GROUP B OCCUPANCY
- X'-X" TRAVEL DISTANCE

ANNOTATION LEGEND

1. NORTH ENTRANCE TO BE CLOSED FOR DURATION OF THE WORK.
2. SOUTH ENTRANCE TO REMAIN OPEN FOR DURATION OF INTERIOR WORK.

SHEET NOTES

1. ALL TRAVEL DISTANCES SHOWN INCLUDE TRAVEL THROUGH CORRIDORS AND STAIRWAYS TO THE EXIT DOORWAY. TO INCLUDE BOTH FIRST FLOOR AND GROUND FLOOR TRAVEL DISTANCES.
2. OCCUPANCY IN ROTUNDA AND FOYERS SHALL BE LIMITED TO 225 OCCUPANTS DURING THE WORK.

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WEST VIRGINIA STATE CAPITOL BUILDING
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NORTH STAIR REPAIR
FIRST FLOOR EXISTING EGRESS PLAN

REVISIONS

SUBMISSION DATE	11/22/21
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DRAFT	DT
CHECK	RAC

SHEET NAME
FIRST FLOOR TEMPORARY EGRESS PLAN

SHEET NUMBER
T2.01

BACKGROUND

1. THE WEST VIRGINIA STATE CAPITOL BUILDING WAS BUILT OVER AN EIGHT-YEAR PERIOD, COMPLETING CONSTRUCTION ON JUNE 20, 1932. THE BUILDING'S MAIN ENTRANCE AT THE NORTH PORTICO IS ACCESSED BY A MONUMENTAL STAIR CONSTRUCTED OF BRICK MASONRY, STRUCTURAL STEEL, AND REINFORCED CONCRETE AND CLADDED WITH LIMESTONE STAIR TREADS AND PANELS. THE SPACE BENEATH THE UPPER STAIR FLIGHT CONTAINS OCCUPIED SPACE THAT HAS BEEN CONVERTED TO A READING ROOM FOR THE STATE LEGISLATURE.
2. IN MARCH OF 2021, A SECTION OF CONCRETE FROM THE BOTTOM SIDE OF THE CONCRETE SLAB SPALLED OFF AND FELL INTO THE ROOM. THE STATE ISSUED AN EMERGENCY PURCHASE ORDER TO INVESTIGATE THE AREA UNDER THE SLAB FOR OTHER AREAS OF POSSIBLE FAILURE. THE INVESTIGATION DETERMINED THAT THE SPALLING CONCRETE WAS CAUSED BY CORROSION OF REINFORCING BARS WITHIN THE CONCRETE RESULTING FROM WATER INFILTRATION INTO THE CONCRETE. DURING THE INVESTIGATION, ADDITIONAL AREAS OF CORRODED REINFORCEMENT AND DELAMINATED CONCRETE WERE FOUND, AS WELL AS EVIDENT OF CORROSION AT THE CONCRETE-ENCASED STRUCTURAL STEEL BEAMS. ADDITIONAL AREAS OF WATER INFILTRATION THROUGH THE STAIR INTO THE BUILDING INTERIOR AND BENEATH THE PLATFORM WERE ALSO OBSERVED.
3. BASED ON THE RESULTS OF THE INVESTIGATION, THE GSD HAS SELECTED TO SELECTIVELY REMOVE THE CONCRETE STAIR SLAB TO PERMIT FURTHER INSPECTION AND REPAIRS OF THE EMBEDDED STRUCTURAL STEEL MEMBERS, INSTALL NEW REINFORCED CONCRETE SLABS, AND REMOVE AND REPLACE FAILING WATERPROOFING MATERIALS. THE REPAIRS WILL REQUIRE THE SELECTIVE REMOVAL, SALVAGE, AND REINSTALLATION OF THE HISTORIC CLADDING ELEMENTS FROM THE STAIRS.
4. DUE TO THE NUMBER OF CONCEALED AND UNKNOWN CONDITIONS, THE REPAIR PROJECT WILL BE DIVIDED INTO TWO PHASES WITH EACH PHASE BEING AWARDED AS A SEPARATE CONTRACT.
    a. THE WORK FOR THIS PROJECT WILL BE THE FIRST OF TWO PHASES, WHICH WILL GENERALLY INCLUDE THE TEMPORARY PROTECTION AND ACCESS; SELECTIVE DEMOLITION; MATERIAL STORAGE; AND CONTRACTOR ASSISTANCE FOR ADDITIONAL INVESTIGATIVE WORK.
    b. THE SECOND PHASE WILL GENERALLY INCLUDE REPAIRS TO THE STAIR STRUCTURE, INSTALLATION OF NEW WATERPROOFING ASSEMBLY, HISTORIC TREATMENT OF HISTORIC FINISHES, REINSTALLATION OF CLADDINGS, AND RESTORATION OF THE SITE AND WILL BE COMPETITIVELY BID AS A PART OF A NEW SOLICITATION AFTER THE COMPLETION OF THIS PROJECT.

SCOPE OF WORK

THE SCOPE OF WORK FOR THIS PROJECT DEFINED BY THE CONTRACT DOCUMENTS GENERALLY COMPRISES THE FOLLOWING:

1. ERECTION OF CONSTRUCTION BARRIERS, SHORING, TEMPORARY FACILITIES AND CONTROLS, TEMPORARY ACCESS DRIVES, TEMPORARY PROTECTION AND ENCLOSURES, TEMPORARY ACCESS, AND INSTALLATION OF ALL REQUIRED SIGNAGE AS NECESSARY TO MAINTAIN OCCUPANT ACCESS AND EGRESS DURING THE WORK AS SHOWN IN THE DRAWINGS AND AS REQUIRED BY CODE. THESE TEMPORARY ELEMENTS WILL BE MAINTAINED FROM ERECTION UNTIL THEY ARE TRANSFERRED TO THE CONTRACTOR AWARDED THE PHASE-2 PROJECT.
2. STORAGE OF MATERIALS AND EQUIPMENT IN DESIGNATED AREAS TO MAINTAIN ACCESS FOR BUILDING OCCUPANTS AND PREVENT IMPACT ON OCCUPANTS OR BUILDING ACTIVITIES.
3. MEASURES TO ENSURE OCCUPANT AND WORKER SAFETY IS HELD PARAMOUNT THROUGH THE ENTIRE DURATION OF THE WORK.
4. COMPLETE ERECTION OF INDEPENDENT TEMPORARY WEATHER ENCLOSURE STRUCTURE TO COMPLETELY COVER THE AREA OF WORK AS SHOWN IN THE DRAWINGS.
5. SELECTIVE DEMOLITION OF ELEMENTS WITHIN THE INTERIOR SPACES BENEATH THE STAIR, INCLUDING SELECTIVE REMOVAL OF ARCHITECTURAL FINISHES AND MEP COMPONENTS.
6. CATALOGING, REMOVAL, ORGANIZATION, AND STORAGE OF STONE CLADDING PIECES ON SITE, INCLUDING STAIR TREADS, CAPS, CORNICES, AND PANELS.
7. SELECTIVE REMOVAL EXISTING PAVERS. INDICATED PAVERS SHALL BE SALVAGED AND STORED ON SITE.
8. SELECTIVE DEMOLITION OF SUSPENDED REINFORCED CONCRETE STAIR SLABS.
9. SELECTIVE DEMOLITION OF CONCRETE ENCASEMENTS FROM STRUCTURAL STEEL MEMBERS.
10. DISPOSAL OF DISCARDED AND WASTE MATERIALS OFF SITE.
11. PROVIDING ASSISTANCE AND ACCESS TO ENGINEER TO PERFORM ADDITIONAL INVESTIGATION WORK TO AS CONCEALED CONDITIONS ARE UNCOVERED.

GENERAL NOTES

1. THE SCOPE OF WORK AS DETAILED IN THESE DRAWINGS WAS BASED ON A LIMITED FIELD INVESTIGATION, THE ORIGINAL CONSTRUCTION DOCUMENTS BY CASS GILBERT AND OTHER INFORMATION PROVIDED BY THE GENERAL SERVICES DIVISION (GSD). THE SELECTIVE DEMOLITION DESIGN IS BASED ON THE ASSUMPTION THAT THE ORIGINAL STRUCTURAL DESIGN MET THE REQUIREMENTS OF THE BUILDING CODE AT THE TIME OF THE ORIGINAL CONSTRUCTION AND THE EXISTING FRAMING TO REMAIN WERE PROPERLY CONSTRUCTED.
2. ALL LOCATIONS, DIMENSIONS, AND ELEVATIONS ARE BASED ON THE ORIGINAL DESIGN DOCUMENTS AND LIMITED FILED INVESTIGATION. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL CONDITIONS, MATERIALS, DIMENSIONS, LOCATIONS, AND EXISTING ELEMENTS TO REMAIN IN THE FIELD BEFORE PROCEEDING WITH ANY WORK AND PRIOR TO SUBMITTING SHOP DRAWINGS. IF ANY CONDITIONS VARY FROM WHAT IS PRESENTED IN THE DRAWINGS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.
3. THE DETAILS AND CONDITIONS OF SELECTED ELEMENTS AND CONNECTIONS ARE UNKNOWN. CONDITIONS OF STRUCTURAL ELEMENTS AND CONNECTIONS THAT APPEAR TO BE DAMAGED, MISSING, DETERIORATED, AND/OR COMPROMISED SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER.
4. SECTION CUT AND DETAIL CALLOUTS INDICATED IN THE DRAWINGS ARE TYPICAL FOR THE PROJECT. THEY ARE TO BE CONSIDERED TYPICAL FOR SIMILAR CONDITIONS AND HAVE NOT BEEN SHOWN EVERYWHERE THEY APPLY.
5. SYMBOLS IN THE DRAWINGS ARE NOT TO SCALES. DO NOT SCALE QUANTITIES OR DIMENSIONS FROM THE DRAWINGS.
6. ALL WORK SHALL BE LAID OUT PRIOR TO INSTALLATION OF NEW WORK BASED ON MEASUREMENT OF EXISTING CONSTRUCTION AND EXISTING CONSTRUCTION TO REMAIN AS PART OF THE PROJECT. DO NOT START INSTALLATION OF WORK UNTIL LAYOUT IS COMPLETE AND POTENTIAL CONFLICTS HAVE BEEN IDENTIFIED AND ADDRESSED.
7. THE BUILDING WILL REMAIN OCCUPIED 365 DAYS OF THE YEAR AND WILL REMAIN OPERATIONAL DURING THE WORK. WORK SHALL BE CONDUCTED IN A MANNER THAT PROVIDES THE LEAST INTERFERENCE WITH OCCUPANT ACTIVITIES AND AS DIRECTED BY THE GSD. MEASURES SHALL BE TAKEN TO ENSURE OCCUPANT SAFETY IS HELD PARAMOUNT THROUGH THE ENTIRE DURATION OF THE WORK.
8. ACCESSIBLE EGRESS TO AND FROM THE BUILDING MUST BE MAINTAINED AT ALL TIMES. PROVIDE ADEQUATE PROTECTION FOR THE EXISTING BUILDING AND THE OCCUPANTS AT ALL TIMES IN ACCORDANCE WITH ALL ADA AND OSHA REQUIREMENTS AND ALL APPLICABLE LOCAL, STATE, AND FEDERAL CODES. MEASURES WILL NEED TO BE TAKEN TO ENSURE OCCUPANTS SAFETY IS HELD PARAMOUNT THROUGH THE ENTIRE DURATION OF THE WORK.
9. MATERIALS AND EQUIPMENT SHALL BE STORED IN DESIGNATED STORAGE AREAS TO PREVENT IMPACT ON OCCUPANTS OR BUILDING ACTIVITIES AND SHALL NOT ENCUMBER THE PUBLIC, SURROUNDING RIGHT OF WAY, OR ADJOINING GROUNDS
10. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DUST AND ODOR CONTROL MEASURES RELATED TO THEIR WORK.
11. ALL WORK AREAS SHALL BE CLEANED DAILY.
12. CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF ALL CONSTRUCTION WITH GSD, SPECIFICALLY AS IT RELATES TO BUILDING OCCUPANTS AND OPERATIONS.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF BUILDING COMPONENTS ADJACENT TO THE AREAS OF WORK INDICATED TO REMAIN. EXERCISE EVERY PRECAUTION TO PROTECT AND MAINTAIN FREE FROM DAMAGE PORTIONS OF THE EXISTING BUILDING ADJACENT TO AND ADJOINING THE WORK.
14. THE WORK AREAS SHALL BE COMPLETELY PROTECTED FROM WIND, SNOW, AND RAIN THROUGHOUT THE ENTIRE DURATION OF THE WORK.
15. OBTAIN WRITTEN APPROVAL FROM THE ENGINEER BEFORE MAKING CHANGES OR ADDITIONS TO CONSTRUCTION OR REMOVING MATERIALS THAT WERE INTENDED TO REMAIN.
16. NOTIFY ENGINEER OF VISIBLE CHANGES IN THE INTEGRITY OF MATERIALS OR COMPONENTS WHETHER DUE TO ENVIRONMENTAL CAUSES; INCLUDING BIOLOGICAL ATTACK, UV DEGRADATION, FREEZING OR THAWING, OR DUE TO STRUCTURAL DEFECTS; INCLUDING CRACKS, MOVEMENT, OR DISTORTION. DO NOT PROCEED WITH THE WORK IN QUESTION UNTIL DIRECTED BY THE ENGINEER.
17. TEMPORARY MATERIALS MAY BE NEW OR USED, BUT MUST BE ADEQUATE IN CAPACITY FOR REQUIRED USAGE, MUST NOT CREATE UNSAFE CONDITIONS, AND MUST NOT VIOLATE REQUIREMENTS OF APPLICABLE CODES AND STANDARDS. WOOD PRODUCTS USED FOR TEMPORARY MATERIALS IN PROXIMITY TO STRUCTURE SHALL BE FIRE RETARDANT MATERIALS.
18. FLAMMABLE LIQUIDS OR MATERIALS SHALL BE STORED AND DISPENSED FROM UL-LISTED SAFETY CONTAINERS IN CONFORMANCE WITH NATIONAL BOARD OF FIRE UNDERWRITER'S RECOMMENDATIONS. STORAGE SHALL NOT BE WITHIN THE BUILDING.
19. CONTRACTOR SHALL PROVIDE NOTIFICATION TO THE GSD PRIOR TO PERFORMING TORCH CUTTING AND WELDING OPERATIONS. CHEMICAL EXTINGUISHERS SHALL BE AVAILABLE WHERE SUCH WORK IS IN PROGRESS.
20. CONTRACTOR SHALL PROVIDE AND MAINTAIN ADEQUATE FIRE PROTECTION IN THE FORM OF FIRE EXTINGUISHERS OR OTHER EFFECTIVE MEANS OF EXTINGUISHING FIRE, READY FOR INSTANT USE, DISTRIBUTED AROUND THE PROJECT, AND IN AND ABOUT TEMPORARY INFLAMMABLE STRUCTURES DURING CONSTRUCTION OF WORK. PROVIDE TYPES, SIZES, NUMBERS, AND LOCATIONS FOR FIRE EXTINGUISHERS AS WOULD BE REASONABLY EFFECTIVE IN EXTINGUISHING FIRES DURING EARLY STAGES BY PERSONNEL AT PROJECT SITE. PROVIDE TYPE A EXTINGUISHERS AT LOCATIONS OF LOW POTENTIAL FOR EITHER ELECTRICAL OR GREASE-OIL FLAMMABLE LIQUID FIRES; PROVIDE TYPE ABC DRY CHEMICAL EXTINGUISHER AT OTHER LOCATIONS. COMPLY WITH RECOMMENDATIONS OF NFPA NO. 10. POST THE LOCAL FIRE DEPARTMENT CALL NUMBER ON EACH TELEPHONE INSTRUMENT AT PROJECT SITE.
21. EXISTING FIRE HOSE CONNECTIONS SHALL BE ACCESSIBLE AT ALL TIMES BY FIRE DEPARTMENT PERSONNEL. MATERIALS AND DEBRIS SHALL NOT BE STORED IN FRONT OF THE CONNECTION, THUS PREVENTING ACCESS. THE CONTRACTOR SHALL COORDINATE ACCESS PROCEDURES WITH STATE FIRE MARSHAL.
22. ALL EXISTING FIRE PROTECTIONS SYSTEMS SHALL REMAIN OPERATIONAL DURING CONSTRUCTION. CONTRACTOR'S MEANS AND METHODS SHALL NOT GENERATE DUST OR OTHER SUBSTANCE THAT MIGHT IMPACT THE EXISTING SYSTEMS IN THE BUILDING. IF TEMPORARY SHUTDOWN IS NECESSARY, SYSTEMS SHALL BE RETURNED TO OPERABLE CONDITION AS SOON AS POSSIBLE AND NO LATER THAN THE END OF EACH WORKING DAY PRIOR TO CONTRACTOR LEAVING THE JOB SITE. CONTRACTOR TO NOTIFY GSD AND STATE FIRE MARSHAL PRIOR TO ANY NECESSARY SHUTDOWNS. SHUTDOWN SHALL NOT AFFECT OTHER AREAS INVOLVED WITH THE CONSTRUCTION PROJECT.
23. WHERE WORK REQUIRES EXISTING FEATURES TO BE REMOVED, CLEANED, AND REUSED, PERFORM THESE OPERATIONS WITHOUT DAMAGE TO THE MATERIALS THEMSELVES, TO ADJACENT MATERIALS, OR TO THE SUBSTRATE. WHEN CLEANING, MATCH SAMPLES OF EXISTING MATERIALS THAT HAVE BEEN CLEANED AND IDENTIFIED FOR ACCEPTABLE CLEANING LEVELS. AVOID OVER-CLEANING TO PREVENT DAMAGE TO EXISTING MATERIALS DURING CLEANING.
24. THE DRAWINGS AND SPECIFICATIONS COMPLEMENT EACH OTHER AND SHOULD BE USED JOINTLY DURING PERFORMANCE OF THE WORK. NOTES ON THE DRAWINGS DO NOT SUPERCEDE SPECIFICATION REQUIREMENTS.
25. ANY DAMAGE TO THE EXISTING MATERIALS SHALL BE DOCUMENTED PRIOR TO CONSTRUCTION.
26. TEMPORARY CONSTRUCTION BARRIERS MUST BE INSTALLED TO CREATE A SAFE WORKING SPACE PRIOR TO AND DURING ERECTION OF TEMPORARY FACILITIES TO BE IN PLACE AS REQUIRED FOR EXECUTION OF THE WORK.
27. THE CONTRACTOR IS RESPONSIBLE FOR ENERGY CONSERVATION AND REASONABLE CONSTRUCTION USE OF ALL ELECTRICAL POWER. THE CONTRACTOR SHALL PAY FOR ADDITIONAL POWER CONSUMPTION ABOVE THE REASONABLE AMOUNT AS DETERMINED BY THE GSD, IF THE GSD DETERMINES THAT THE CONTRACTOR HAS USED AN UNREASONABLE OR EXCESSIVE AMOUNT OF ELECTRICITY. SHOULD THE CONTRACTOR'S USE OF ADDITIONAL ELECTRICITY REQUIRED FOR WORK EXCEED THE LIMITS OF AVAILABLE RESOURCES IN THE BUILDING, THE CONTRACTOR SHALL REDUCE ELECTRICITY CONSUMED AND/OR PAY FOR SUCH MODIFICATIONS AS REQUIRED TO ELIMINATE COMPROMISING THE GSD'S SYSTEM.
28. ALL TEMPORARY WIRING SHALL BE REMOVED BEFORE COMPLETION OF PROJECT.
29. THE INFORMATION FOR EACH ELECTRICAL CONNECTION SHOWN WAS PROVIDED BY GSD. CONTRACTOR SHOULD VERIFY ALL ELECTRICAL CONNECTIONS ONCE ON SITE
30. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION WORK RELATED TO ELECTRICAL REQUIREMENTS AND PROTECTING THE BUILDING WITHIN THE LIMITS OF AVAILABLE ELECTRICAL POWER, WITHOUT COMPROMISING THE GSD'S NEED FOR ELECTRICITY.
31. DUE TO THE AGE OF THE WIRING, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE ELECTRICAL SAFEGUARDS ARE MET DURING CONSTRUCTION.
32. CONTRACTOR SHALL PROVIDE A BRANCH DISTRIBUTION SYSTEM FROM TEMPORARY POWER SOURCE WITH DISTRIBUTION BOXES AND OUTLETS LOCATED SO THAT POWER AND LIGHTING ARE AVAILABLE THROUGHOUT ACTIVE WORK AREAS.

SITE WORK AND TEMPORARY PROTECTION NOTES

1. INSTALL AND ERECT ALL CONSTRUCTION BARRIERS, SHORING, TEMPORARY FACILITIES AND CONTROLS, TEMPORARY ACCESS DRIVES, SCAFFOLDING, ENCLOSURES, TEMPORARY PROTECTION, OVERHEAD PROTECTION, AND SIGNAGE AS NECESSARY TO MAINTAIN OCCUPANT ACCESS AND EGRESS DURING THE WORK AS SHOWN IN THE DRAWINGS AND AS REQUIRED BY CODE. DEVIATIONS FROM THE SITE AND TEMPORARY PROTECTION PLANS MUST BE APPROVED BY THE ENGINEER AND GSD.
2. ACCESSIBILITY FOR THOSE WITH DISABILITIES IS NOT TO BE ALTERED DUE TO THE TEMPORARY BARRIERS OR COVERED WALKWAYS.
3. ALL TEMPORARY PROTECTION ELEMENTS SHALL BE DESIGNED, INSTALLED, AND MAINTAINED TO ADEQUATELY SUPPORT ALL REQUIRED LOADS FOR THE DURATION OF CONSTRUCTION.
4. ENCLOSURE AND ACCESS SUPPORT STRUCTURE SHALL BE ENGINEERED TO BE SELF-SUPPORTING WITHOUT IMPARTING ANY LOADS INTO THE EXISTING STRUCTURE. ENCLOSURE AND ACCESS SUPPORT STRUCTURE SHALL NOT BE FASTENED TO OR BEAR ON THE EXISTING STRUCTURE.
5. NO STONEWORK SHALL BY REMOVED UNTIL TEMPORARY ENCLOSURE HAS BEEN INSTALLED AND APPROVED BY THE GSD AND ENGINEER.
6. ACCESS SHALL BE MAINTAINED FOR OCCUPANTS THROUGHOUT THE DURATION OF THE WORK, AND MATERIALS AND EQUIPMENT SHALL BE STORED IN DESIGNATED AREAS TO PREVENT IMPACT ON OCCUPANTS OR BUILDING ACTIVITIES. MEASURES WILL NEED TO BE TAKEN TO ENSURE OCCUPANT AND WORKER SAFETY IS HELD PARAMOUNT THROUGH THE ENTIRE DURATION OF THE WORK.
7. ALL TEMPORARY FENCING, CONSTRUCTION BARRIERS, AND COVERED WALKWAYS SHALL BE INSTALLED AND APPROVED BY THE GSD AND STATE FIRE MARSHALL PRIOR TO ERECTING TEMPORARY ENCLOSURE AND ACCESS SUPPORT STRUCTURE.
8. ANY DAMAGE TO EXISTING FINISHES CAUSED BY THE INSTALLATION OF TEMPORARY BARRIERS SHALL BE REPAIRED TO MATCH THE ORIGINAL CONDITION.

DEMOLITION NOTES

1. CONTRACTOR IS FULLY RESPONSIBLE FOR THE MEANS AND METHODS OF DEMOLITION AND SHORING AND SHALL MAINTAIN THE INTEGRITY AND STABILITY OF THE EXISTING STRUCTURE UNTIL THE WORK IS COMPLETED. NO PORTIONS OF THE STRUCTURE SHALL BE PERMITTED TO MOVE, FALL, OR DROP.
2. NO STRUCTURAL MEMBER OR ELEMENT SHALL BE CUT OR ALTERED, EXCEPT AS INDICATED ON THE DRAWINGS, WITHOUT AUTHORIZATION OF THE ENGINEER.
3. ALL DISCARDED MATERIALS SHALL BE DISPOSED OF PROPERLY.
4. IF ANY UNFORESEEN OR OTHER CONDITIONS ARE REVEALED DURING DEMOLITION THAT AFFECT PERFORMANCE OF THE WORK SHOWN WITHIN THE DRAWINGS, NOTIFY THE ENGINEER IMMEDIATELY.

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STATE OF WEST VIRGINIA
11/22/2021
PROFESSIONAL ENGINEER

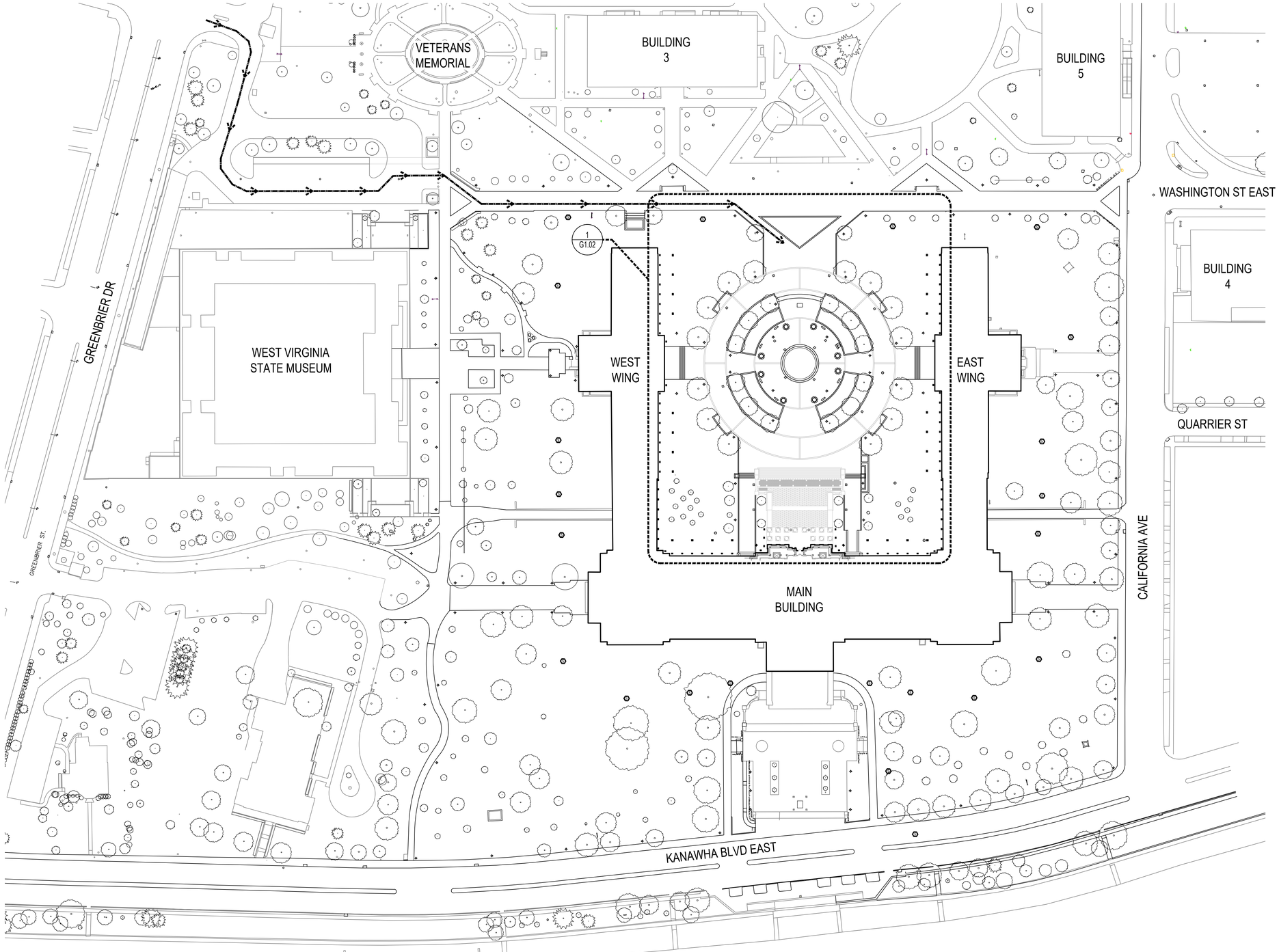
WEST VIRGINIA STATE CAPITOL BUILDING
CHARLESTON, WV
NORTH STAIR REPAIR

REVISIONS

SUBMISSION DATE	11/22/21
WDP JOB NUMBER	21060
DESIGN	PBD
DRAFT	DT
CHECK	RAC

SHEET NAME
GENERAL NOTES

SHEET NUMBER
G0.01



1 G1.01 SITE ACCESS PLAN

SCALE: 1/64"=1'-0"

PLAN NORTH

KEY LEGEND	
	CONSTRUCTION ACCESS ROUTE

SHEET NOTES

1. CONTRACTOR SHALL INCLUDE THE CONSTRUCTION ACCESS ROUTE, INCLUDING ADJACENT LANDSCAPING AND SITE ELEMENTS, IN THE PRE-CONSTRUCTION PHOTOGRAPHIC DOCUMENTATION. ANY EXISTING DAMAGES WHICH COULD BE CONSTRUED TO BE A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE SUFFICIENTLY DOCUMENTED PRIOR TO MOBILIZATION AND WILL BE CONSIDERED AS A RESULT OF THIS PROJECT WITHOUT DOCUMENTATION IN THE FORM OF PRECONSTRUCTION PHOTOGRAPHS TAKEN PRIOR TO MOBILIZATION.
2. ANY DAMAGE TO PAVEMENTS, LANDSCAPING, AND OTHER SITE ELEMENTS ALONG THE CONSTRUCTION ACCESS ROUTE SHALL BE RESTORED TO ORIGINAL CONDITION AT NO COST TO THE GSD

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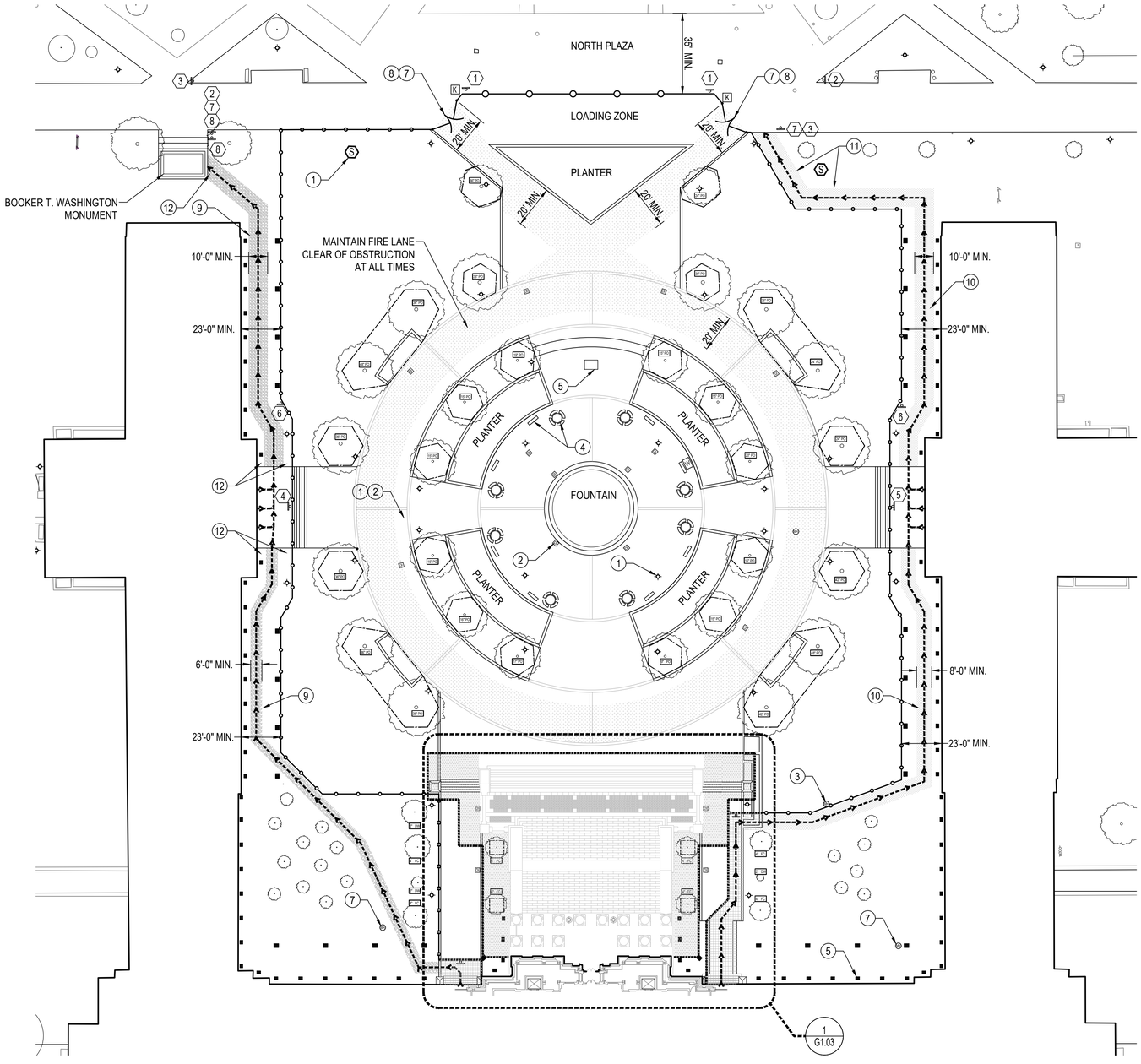
SHEET NAME
SITE ACCESS PLAN

SHEET NUMBER
G1.01



1 G1.02 SITE PROTECTION PLAN

SCALE: 1/32"=1'-0"

PLAN NORTH

ANNOTATION LEGEND

1. INSTALL TEMPORARY PROTECTION AROUND LAMP POSTS WITHIN LAYDOWN AREA PER DETAIL 4/G5.02
2. INSTALL SEDIMENT FILTERS AT ALL DROP INLETS WITHIN LAYDOWN AREA. SEE DETAIL 2/G5.02.
3. EXISTING MANHOLES SHALL REMAIN UNOBSTRUCTED AND ACCESSIBLE AT ALL TIMES.
4. REMOVE AND SAFELY STORE EXISTING TABLES AND BENCHES.
5. INSTALL TEMPORARY PROTECTION AROUND LIBERTY BELL SIMILAR TO DETAIL 4/G5.02. INSTALL LOCKING GATE AND ALLOW ACCESS TO STATE CONSERVATOR.
6. CONTRACTOR'S ACCESS GATE.
7. GATE FOR EMERGENCY VEHICLE ACCESS ONLY.
8. INSTALL LOCKS ON ALL GATES.
9. PROVIDE TEMPORARY EGRESS ROUTE FROM ENTRANCE TO BOOKER T. WASHINGTON MONUMENT. EGRESS ROUTE SHALL COMPLY WITH REQUIREMENTS OF CHAPTER 10 OF THE 2015 IBC.
10. PROVIDE TEMPORARY ACCESSIBLE EGRESS ROUTE FROM ADA ENTRANCE TO NORTH PLAZA. ACCESSIBLE EGRESS ROUTE SHALL COMPLY WITH THE REQUIREMENTS OF THE 2015 IBC AND ICC A117.1-2017, INCLUDING BUT NOT LIMITED TO WALKING SURFACE, SURFACE PROFILE, TEMPORARY RAILINGS, CLEARANCES, ETC.
11. PROVIDE TEMPORARY RAMP TO CARRY TEMPORARY ACCESSIBLE EGRESS ROUTE UP EMBANKMENT. ESTIMATED TOTAL RISE IS 48 IN. V.I.F.
12. REMOVE AND DISCARD EXISTING SHRUBS THAT OBSTRUCT TEMPORARY WALKWAYS. SHRUBS TO BE REMOVED SHALL BE INCLUDED ON SUBMITTED SITE PLAN AND APPROVED BY THE GSD PRIOR TO REMOVAL.

KEY LEGEND

	OBSTRUCTION-FREE AREA
	TEMPORARY CONSTRUCTION FENCE
	TEMPORARY TREE PROTECTION
## XX	EXISTING TREE, SEE TREE LEGEND
MH	MANHOLE
S	SITE LIGHT
DI	DROP INLET
K	INSTALL KNOX BOX WITH GATE KEY
	LIGHT POST
	BELOW GRADE LUMINAIRE VAULT
#	INSTALL TEMPORARY SIGN (SIGN FACES ID NUMBER)
#	SIGN ID NUMBER, SEE SIGN SCHEDULE ON G5.03
	TEMPORARY CONSTRUCTION BARRIER
	TEMPORARY WEATHER PROTECTION AND ENCLOSURE
	AREA FOR TEMPORARY ENCLOSURE AND ACCESS SUPPORT STRUCTURE
	TEMPORARY COVER WALKWAYS
	TEMPORARY ACCESSIBLE EGRESS ROUTE
	TEMPORARY EGRESS ROUTE

TREE LEGEND

##	TREE CALIPER PER 2014 SURVEY
DW	DOGWOOD (CORNUS FLORIDA)
FC	FLOWERING CRABABPPLE (MALUS)
PO	PIN OAK (QUERCUS PALUSTRIS)

SHEET NOTES

1. THE INTENT IS TO REROUTE ALL PEDESTRIAN TRAFFIC AROUND THE LAYDOWN AREA USING TEMPORARY WALKWAYS THAT MAINTAIN THE LEVEL OF ACCESSIBILITY PROVIDED BY EXISTING WALKWAYS.
2. FIRE LANES SHALL BE MAINTAINED CLEAR AND UNOBSTRUCTED AT ALL TIMES FOR ACCESS BY EMERGENCY VEHICLES.
3. ALL GATE LOCKS SHALL BE KEYED TO THE SAME KEY. COPIES OF THE GATE KEY SHALL BE PROVIDED TO THE GSD, CAPITOL POLICE, AND IN KNOX BOXES FOR EMERGENCY SITE ACCESS AFTER HOURS. LOCATIONS OF KNOX BOXES ARE PRELIMINARY. COORDINATE ACTUAL LOCATIONS OF KNOX BOXES WITH THE CHARLESTON FIRE DEPARTMENT.
4. CONSTRUCTION FENCES, BARRIERS, TREE PROTECTION, AND PEDESTRIAN PATHS ARE SHOWN SCHEMATICALLY. CONTRACTOR SHALL PREPARE SCALED AND DIMENSIONED DRAWINGS OF THE PROJECT AREA BASED ON A SURVEY OF ACTUAL SITE CONDITIONS AND PROJECT REQUIREMENTS AND SUBMIT FOR GSD AND ENGINEER APPROVAL PRIOR TO MOBILIZATION ON SITE.
5. THE CONTRACTOR SHALL ENGAGE A PROFESSIONAL SURVEYOR LICENSED IN THE STATE OF WEST VIRGINIA TO SURVEY THE LOCATIONS AND SURFACE ELEVATIONS WITHIN THE PROJECT AREA TO DOCUMENT EXISTING CONDITIONS AND DEVELOP THE REQUIRED PROJECT SUBMITTALS. AT A MINIMUM, MEASUREMENTS SHALL BE TAKEN AT PROPOSED PEDESTRIAN ROUTES, PAVEMENTS, SITE WALLS, GRATES, MANHOLES, AND ALL MATERIALS INDICATED FOR REMOVAL.
6. PLAN DOES NOT SHOW ALL CONSTRUCTION FENCE GATES THAT MAY BE REQUIRED OR PROVIDED FOR SITE ACCESS. CONTRACTOR SHALL SHOW THE LOCATIONS AND SIZES OF ALL PROPOSED GATES ON THE PROJECT AREA PLAN SUBMITTED FOR ENGINEER AND GSD APPROVAL.
7. COVERED WALKWAYS SHALL BE PROVIDED AT ANY LOCATION WHERE THE HORIZONTAL DISTANCE BETWEEN THE PEDESTRIAN WALKWAY OR EGRESS PATH AND ELEVATED WORK OR HOISTED MATERIALS IS LESS THAN ONE QUARTER OF THE HEIGHT OF THE WORK OR MATERIAL.
8. MINIMUM 8-FOOT BARRIERS SHALL BE PROVIDED AT ANY LOCATION WHERE THE HORIZONTAL DISTANCE BETWEEN THE PEDESTRIAN WALKWAY AND ELEVATED WORK OR HOISTED MATERIALS IS LESS THAN ONE HALF OF THE HEIGHT OF THE WORK OR MATERIAL.
9. LIMITS OF COVERED WALKWAYS AND BARRIERS SHOWN ARE MINIMUM. ACTUAL LIMITS OF COVERED WALKWAYS AND BARRIERS SHALL BE EXTENDED TO COMPLY WITH ALL PROJECT REQUIREMENTS BASED ON THE CONTRACTOR'S MEANS AND METHODS AND SUBMITTED FOR APPROVAL BY THE GSD AND ENGINEER PRIOR TO ERECTION.
10. MAINTAIN PEDESTRIAN PATHS UNOBSTRUCTED BY TEMPORARY STRUCTURES, CONSTRUCTION MATERIALS, AND OTHER OBSTRUCTIONS.

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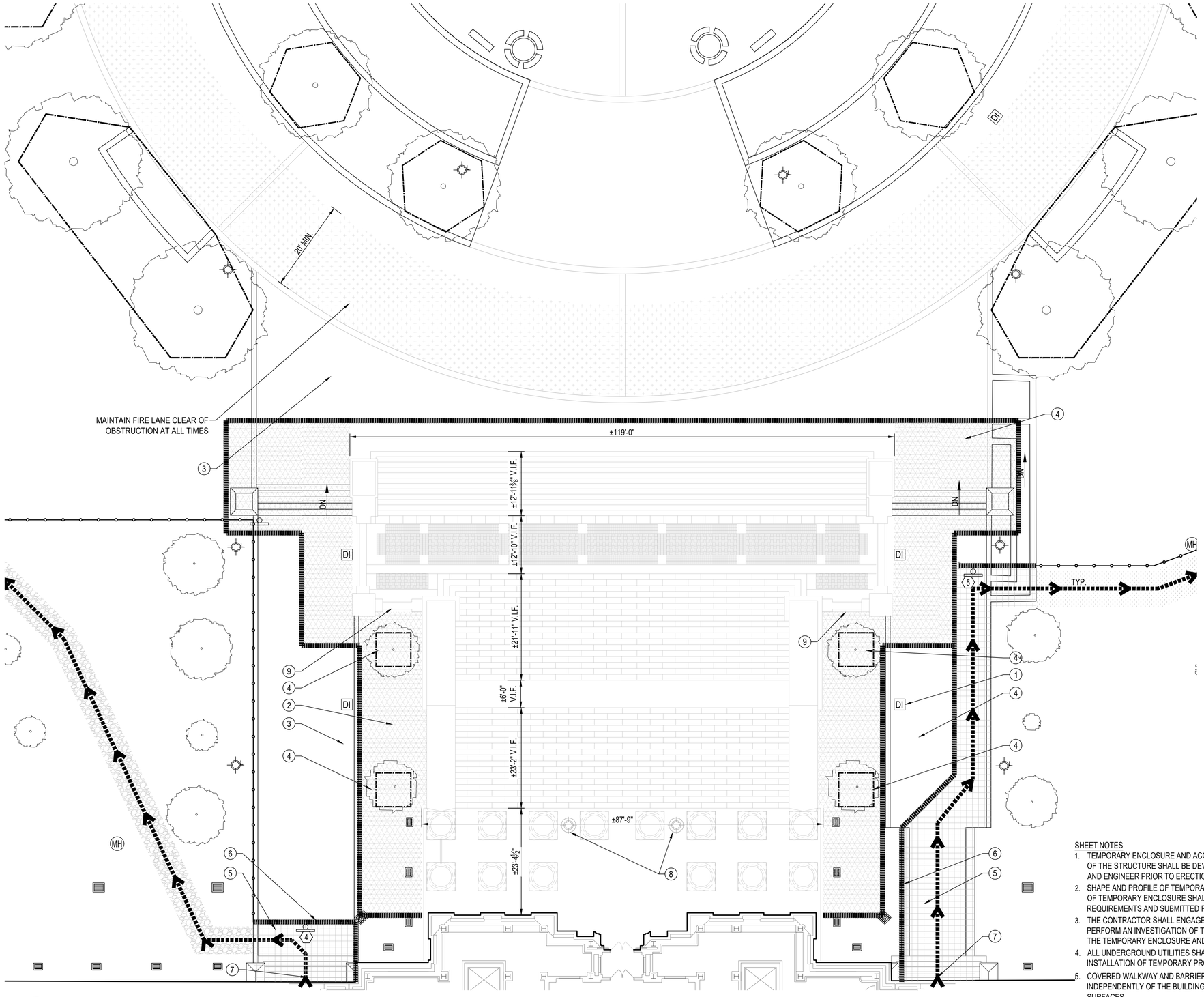
SITE PROTECTION PLAN

SHEET NUMBER
G1.02



1 G1.03 SITE PROTECTION PLAN

SCALE: 3/32"=1'-0"

PLAN NORTH

KEY LEGEND

	FIRE LANE
	TEMPORARY CONSTRUCTION FENCE
	TEMPORARY TREE PROTECTION
## XX	EXISTING TREE, SEE TREE LEGEND
MH	MANHOLE
DI	DROP INLET
	LIGHT POST
	BELOW GRADE LUMINAIRE VAULT
#	INSTALL TEMPORARY SIGN (SIGN FACES ID NUMBER)
#	SIGN ID NUMBER, SEE SIGN SCHEDULE ON G5.03
	TEMPORARY CONSTRUCTION BARRIER
	TEMPORARY WEATHER PROTECTION AND ENCLOSURE
	AREA FOR TEMPORARY ENCLOSURE AND ACCESS SUPPORT STRUCTURE
	TEMPORARY COVER WALKWAYS
	TEMPORARY ACCESSIBLE EGRESS ROUTE
	TEMPORARY EGRESS ROUTE

TREE LEGEND	
##	TREE CALIPER PER 2014 SURVEY
DW	DOGWOOD (CORNUS FLORIDA)
FC	FLOWERING CRABABPPLE (MALUS)
PO	PIN OAK (QUERCUS PALUSTRIS)

ANNOTATION LEGEND

1. INSTALL SEDIMENT FILTERS AT ALL DROP INLETS WITHIN LAYDOWN AREA. SEE DETAIL 2/G5.02.
2. INSTALL TEMPORARY ENCLOSURE AND ACCESS STRUCTURE TO SUPPORT ENCLOSURE AND PROVIDE ACCESS TO THE WORK AREA. THE TEMPORARY ENCLOSURE AND ACCESS STRUCTURE SHALL BE FREESTANDING AND SHALL BE ENGINEERED, INSTALLED, AND MAINTAINED TO SUPPORT ALL REQUIRED ENVIRONMENTAL AND CONSTRUCTION LOADS INDEPENDENTLY OF THE BUILDING. IT IS ANTICIPATED THAT LEGS OF THE TEMPORARY ENCLOSURE AND ACCESS STRUCTURE WILL NEED TO BE SUPPORTED ON ENGINEERED FOUNDATIONS.
3. EXISTING CONCRETE BRICK PAVERS. THE TEMPORARY ENCLOSURE AND ACCESS STRUCTURE SHALL NOT BEAR ON EXISTING PAVEMENTS. IF SUPPORT IS REQUIRED AT A PAVED AREA, REMOVE AND SALVAGE PAVERS AT SUPPORT LOCATION AND INSTALL TEMPORARY DEEP FOUNDATION TO SUPPORT STRUCTURE.
4. EXISTING TREES TO REMAIN. TREE PROTECTION TO BE INTEGRATED INTO TEMPORARY ENCLOSURE.
5. MINIMUM EXTENTS OF COVERED WALKWAY. COVERED WALKWAYS SHALL EXTEND OVER ALL LOCATIONS WHERE THE HORIZONTAL DISTANCE BETWEEN THE PEDESTRIAN WALKWAY AND ELEVATED WORK OR HOISTED MATERIALS IS LESS THAN ONE QUARTER OF THE HEIGHT OF THE WORK OR MATERIAL.
6. MINIMUM EXTENTS OF BARRIER. MIN. 8-FOOT BARRIERS SHALL BE PROVIDED AT ANY LOCATION WHERE THE HORIZONTAL DISTANCE BETWEEN THE PEDESTRIAN WALKWAY AND ELEVATED WORK OR HOISTED MATERIALS IS LESS THAN ONE HALF OF THE HEIGHT OF THE WORK OR MATERIAL.
7. COVERED WALKWAYS AND BARRIERS AT THE EXTERIOR DOORS SHALL FULLY COVER AND PROTECT TRANSOM WINDOWS AND DECORATIVE LIGHT FIXTURES.
8. DISCONNECT, REMOVE, SALVAGE, AND SAFELY STORE EXISTING LIGHT POLES FOR LATER REINSTALLATION.
9. 200 AMP 3Ø POWER AVAILABLE, V.I.F.

SHEET NOTES

1. TEMPORARY ENCLOSURE AND ACCESS STRUCTURE IS SHOWN SCHEMATICALLY. ACTUAL LAYOUT AND DESIGN OF THE STRUCTURE SHALL BE DEVELOPED BY THE CONTRACTOR AND SUBMITTED FOR APPROVAL BY THE GSD AND ENGINEER PRIOR TO ERECTION.
2. SHAPE AND PROFILE OF TEMPORARY ENCLOSURE ARE SHOWN SCHEMATICALLY. ACTUAL SHAPE AND PROFILE OF TEMPORARY ENCLOSURE SHALL BE DEVELOPED BY THE CONTRACTOR IN ACCORDANCE WITH ALL PROJECT REQUIREMENTS AND SUBMITTED FOR APPROVAL BY THE GSD AND ENGINEER PRIOR TO ERECTION.
3. THE CONTRACTOR SHALL ENGAGE A GEOTECHNICAL ENGINEER LICENSED IN THE STATE OF WEST VIRGINIA TO PERFORM AN INVESTIGATION OF THE IN-SITU SOIL PROPERTIES AND TO DEVELOP A DESIGN FOR SUPPORTING THE TEMPORARY ENCLOSURE AND ACCESS SYSTEM.
4. ALL UNDERGROUND UTILITIES SHALL BE LOCATED AND MARKED PRIOR ANY GEOTECHNICAL INVESTIGATION AND INSTALLATION OF TEMPORARY PROTECTION.
5. COVERED WALKWAY AND BARRIER STRUCTURES SHALL BE ENGINEERED TO SUPPORT ALL DESIGN LOADS INDEPENDENTLY OF THE BUILDING AND SHALL NOT BE ANCHORED TO THE BUILDING OR OTHER FINISH SURFACES.
6. MAINTAIN PEDESTRIAN PATHS UNOBSTRUCTED BY TEMPORARY STRUCTURES, CONSTRUCTION MATERIALS, AND OTHER OBSTRUCTIONS.
7. LIMITS OF COVERED WALKWAYS AND BARRIERS SHOWN ARE MINIMUM. ACTUAL LIMITS OF COVERED WALKWAYS AND BARRIERS SHALL BE EXTENDED TO COMPLY WITH ALL PROJECT REQUIREMENTS BASED ON THE CONTRACTOR'S MEANS AND METHODS AND SUBMITTED FOR APPROVAL BY THE GSD AND ENGINEER PRIOR TO ERECTION.

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11/22/2021

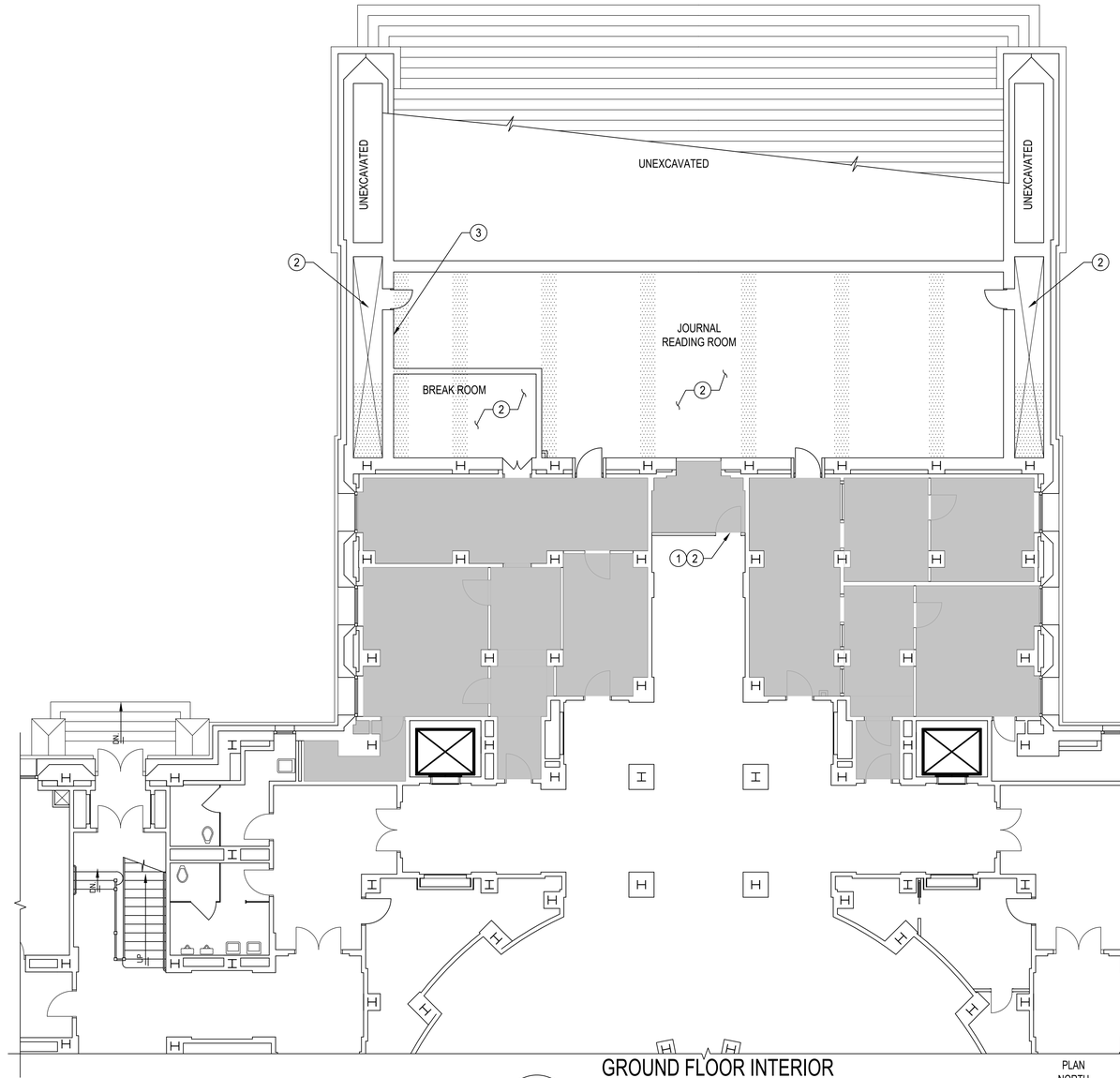
WEST VIRGINIA STATE CAPITOL BUILDING
CHARLESTON, WV
NORTH STAIR REPAIR

REVISIONS

SUBMISSION DATE	11/22/21
WDP JOB NUMBER	21060
DESIGN	PBD
DRAFT	DT
CHECK	RAC

SHEET NAME
SITE PROTECTION PLAN

SHEET NUMBER
G1.03



1 / G1.04 GROUND FLOOR INTERIOR TEMPORARY PROTECTION AND ACCESS PLAN

SCALE: 1/8"=1'-0"

PLAN NORTH

KEY LEGEND

	PROVIDE ACCESS TO SIDES AND SOFFITS OF CONCRETE ENCASED STRUCTURAL STEEL BEAMS
	ADJACENT ROOMS TO REMAIN UNOCCUPIED DURING CONSTRUCTION
(#)	INSTALL TEMPORARY SIGN (SIGN FACES ID NUMBER)
(#)	SIGN ID NUMBER, SEE SIGN SCHEDULE ON G5.03

ANNOTATION LEGEND

1. GSD TO REKEY DOOR AND PROVIDE COPY TO CONTRACTOR.
2. ROOM TO REMAIN UNOCCUPIED DURING CONSTRUCTION.
3. ELECTRICAL JUNCTION BOX WITH (3) 2 AWG CONDUCTORS FEEDING READING ROOM PANELBOARD. THE PANELBOARD IS TO BE REMOVED PER SHEET D1.01. POWER FEED AVAILABLE FOR USE AS TEMPORARY CONSTRUCTION POWER.

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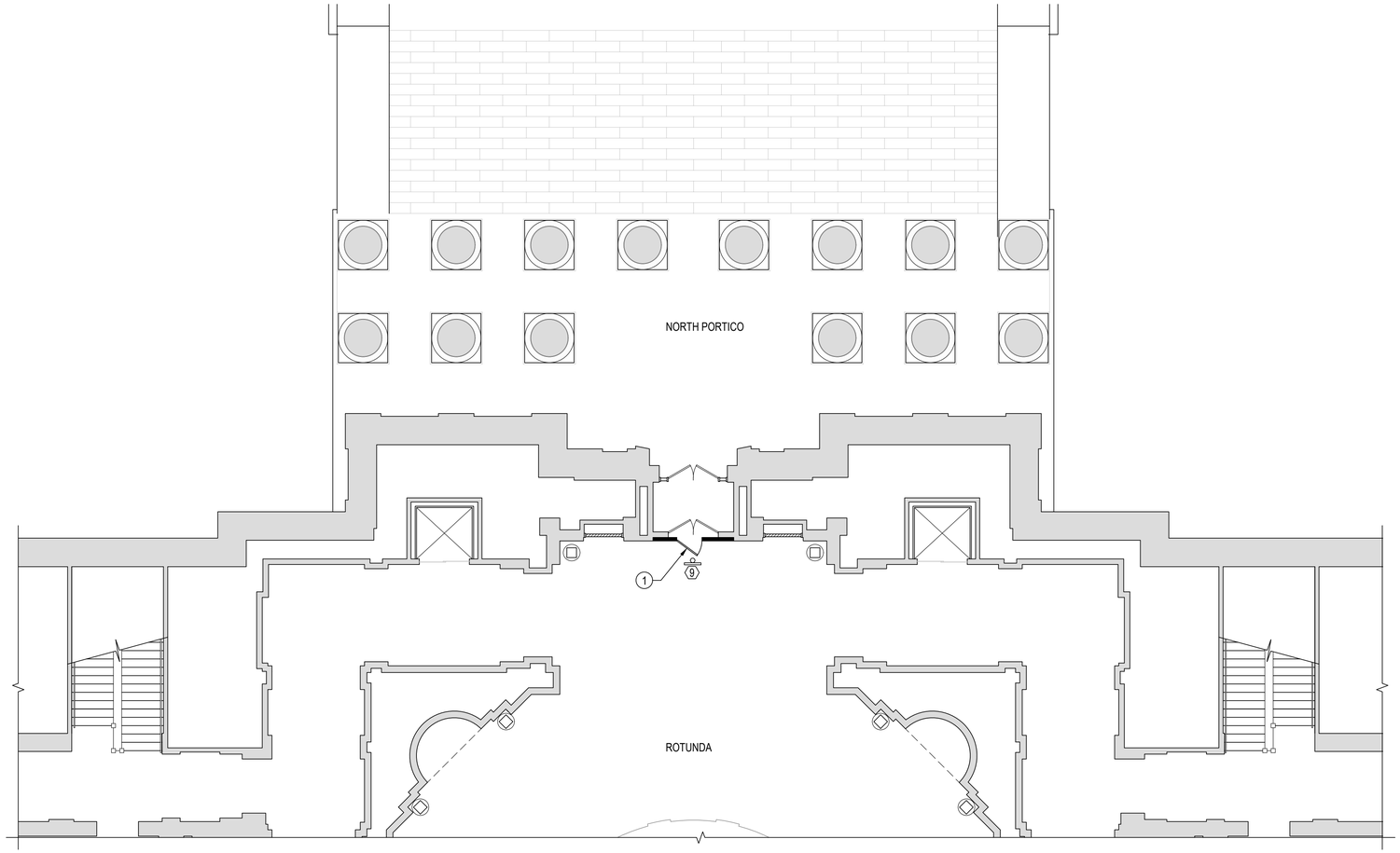
SHEET NAME
GRD FLOOR PROTECTION PLAN

SHEET NUMBER
G1.04

KEY LEGEND	
(#)	INSTALL TEMPORARY SIGN (SIGN FACES ID NUMBER)
(#)	SIGN ID NUMBER, SEE SIGN SCHEDULE ON G5.03

ANNOTATION LEGEND

1. INSTALL TEMPORARY BARRIER WITH SELF-CLOSING AND AUTOMATIC-LOCKING DOOR OVER INTERIOR OF DOOR.



1 / G1.05 FIRST FLOOR INTERIOR TEMPORARY PROTECTION PLAN

SCALE: ⅛"=1'-0"

PLAN NORTH

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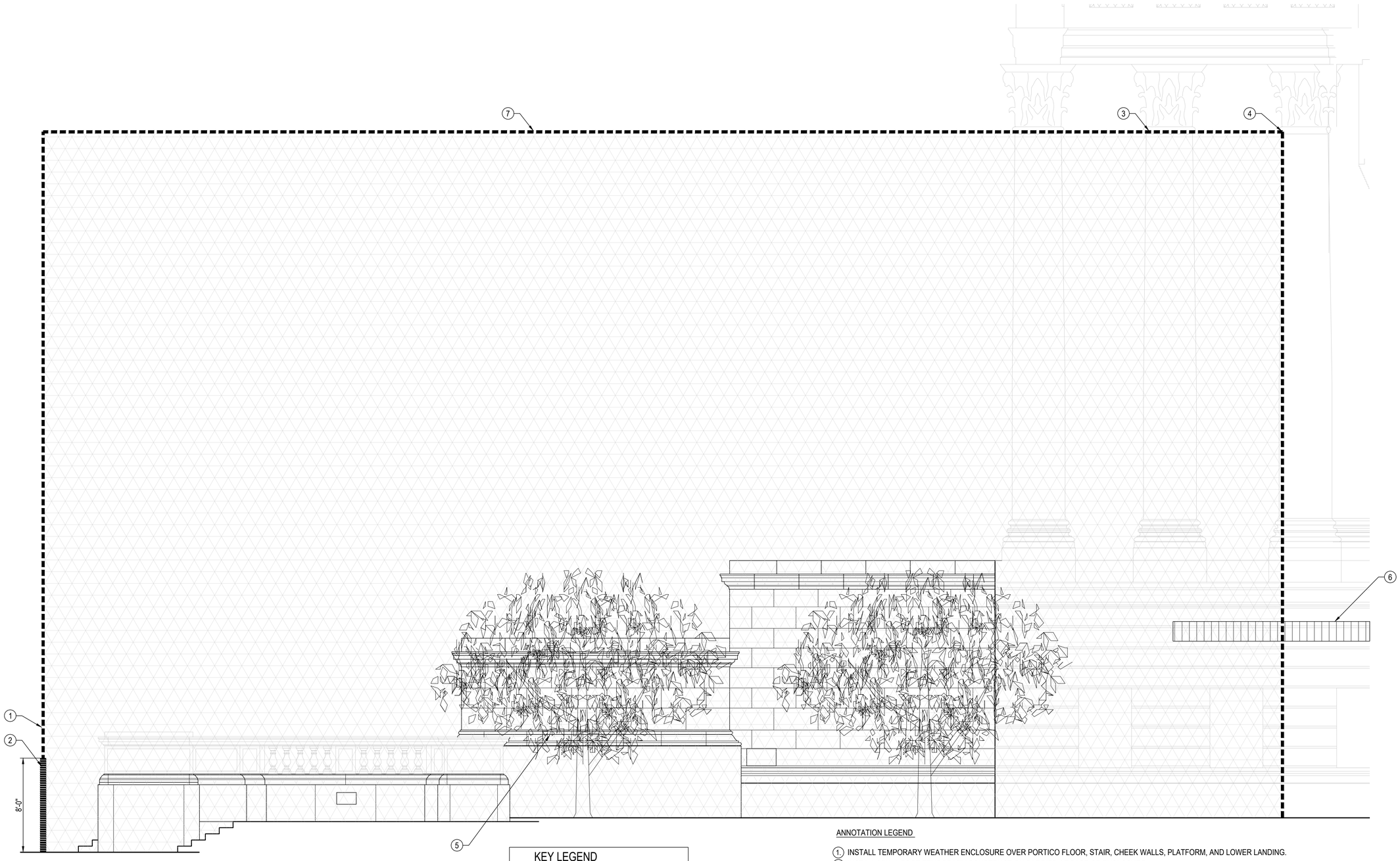
SHEET NAME
1ST FLOOR PROTECTION PLAN

SHEET NUMBER
G1.05



1
G2.01

WEST EXTERIOR
ELEVATION TEMPORARY PROTECTION

SCALE: ¼"=1'-0"

KEY LEGEND	
	TEMPORARY CONSTRUCTION BARRIER
	TEMPORARY WEATHER PROTECTION AND ENCLOSURE
	AREA FOR TEMPORARY ENCLOSURE AND ACCESS SUPPORT STRUCTURE
	PROVIDE ACCESS TO SIDES AND SOFFITS OF CONCRETE ENCASED STRUCTURAL STEEL BEAMS
	TEMPORARY COVER WALKWAYS

ANNOTATION LEGEND

1. INSTALL TEMPORARY WEATHER ENCLOSURE OVER PORTICO FLOOR, STAIR, CHEEK WALLS, PLATFORM, AND LOWER LANDING.
2. INSTALL MIN. 8-FOOT TEMPORARY CONSTRUCTION BARRIER AT BASE OF ENCLOSURE.
3. INTEGRATE TEMPORARY ENCLOSURE WITH PORTICO COLUMNS USING MEANS THAT WILL PREVENT MOISTURE INFILTRATION AND WILL NOT DAMAGE, MAR, STAIN, DEFACE, OR OTHERWISE ALTER THE APPEARANCE, CHARACTER, OR STRENGTH OF THE COLUMN MATERIALS.
4. THE TEMPORARY ENCLOSURE AND ACCESS STRUCTURE SHALL NOT BE BEAR ON ANY HORIZONTAL OR VERTICAL BUILDING SURFACE NOR BE ANCHORED TO ANY PORTION OF THE BUILDING.
5. EXISTING TREES TO REMAIN. TREE PROTECTION TO BE INTEGRATED INTO TEMPORARY ENCLOSURE.
6. COVERED WALKWAYS AND BARRIERS SHALL BE PROVIDED AT THE EXTERIOR DOORS AND FULLY COVER TRANSOM WINDOWS AND DECORATIVE LIGHT FIXTURES. COVERED WALKWAY AND BARRIER STRUCTURE SHALL BE ENGINEERED TO SUPPORT ALL DESIGN LOADS INDEPENDENTLY OF THE BUILDING AND SHALL NOT BE ANCHORED TO THE BUILDING.
7. MAXIMUM PERMISSIBLE ROOF HEIGHT OF THE TEMPORARY ENCLOSURE AND ACCESS STRUCTURE. THE TEMPORARY STRUCTURE SHALL BE SUFFICIENTLY HIGH TO MAINTAIN ADEQUATE WORKING CLEARANCE BETWEEN THE STRUCTURE FRAMING AND THE WORK SURFACES. ACTUAL PROFILE AND DESIGN OF THE ENCLOSURE ROOF SHALL BE DEVELOPED BY THE CONTRACTOR AND SUBMITTED FOR APPROVAL BY THE GSD AND ENGINEER PRIOR TO ERECTION.

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NORTH STAIR REPAIR

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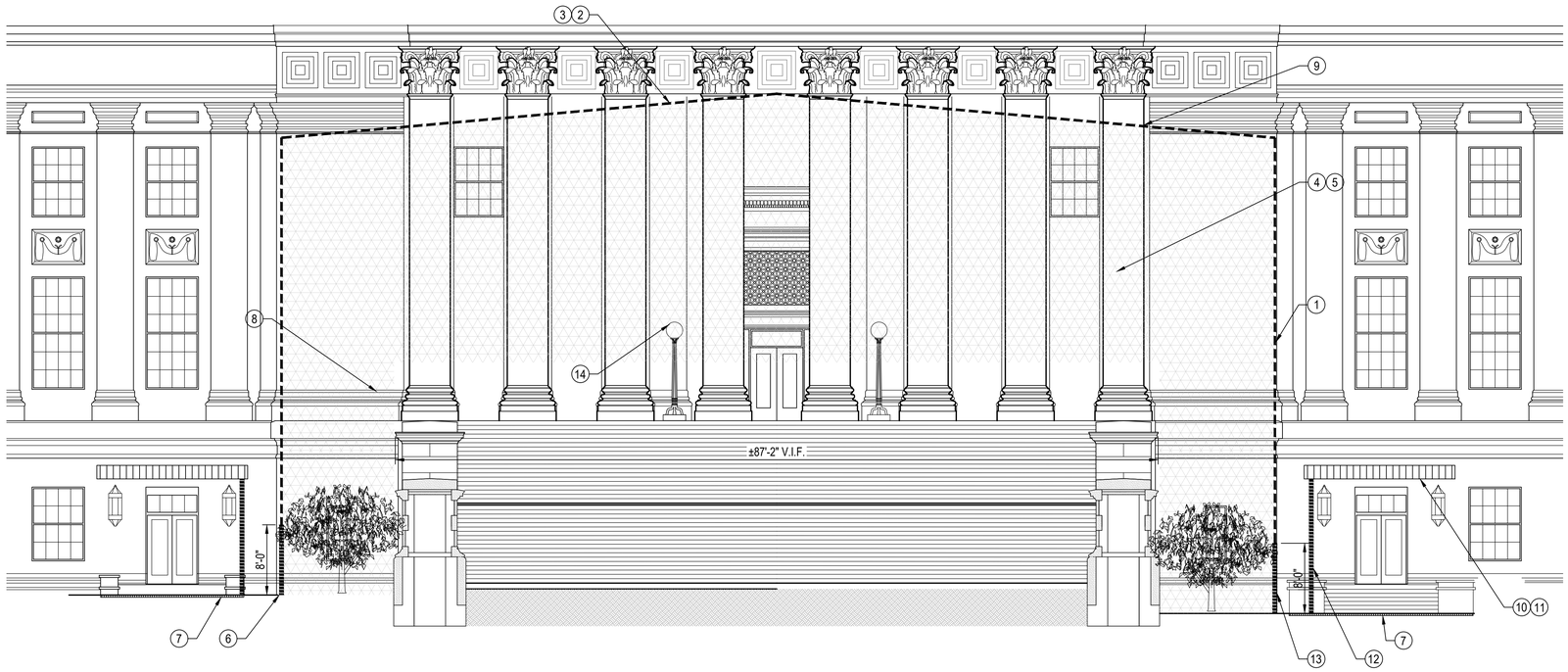
DRAFT	DT
CHECK	RAC

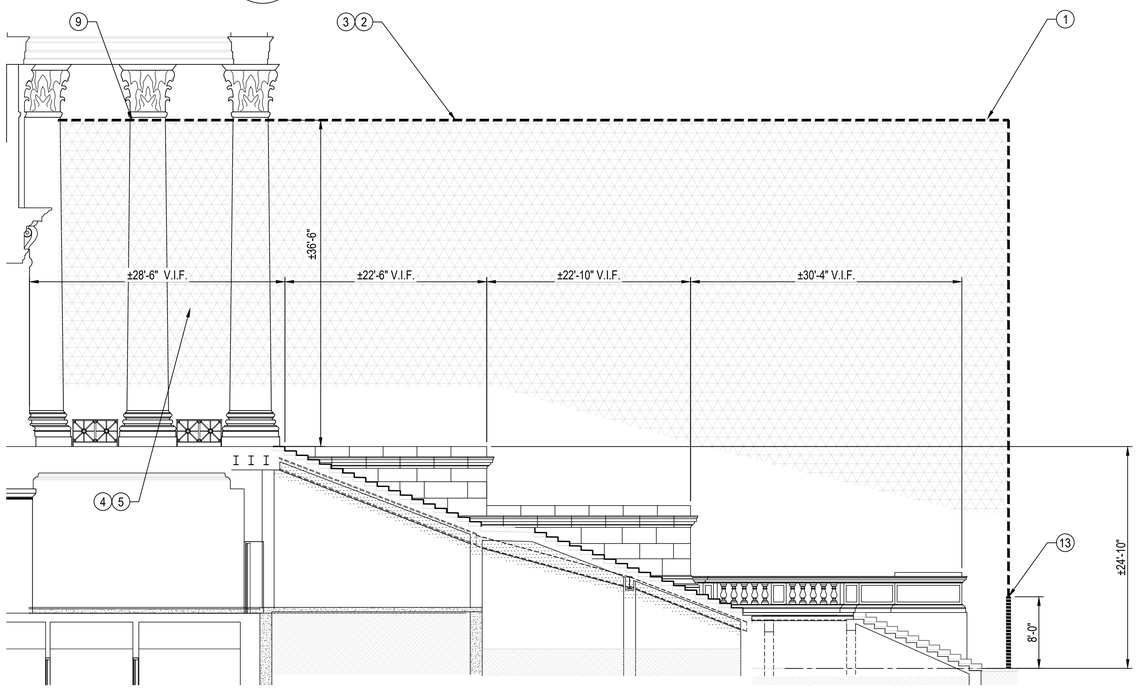
SHEET NAME
STAIR WEST ELEV. TEMP. PROTECTION

SHEET NUMBER
G2.01



1 G3.01 STAIR SECTION TEMPORARY PROTECTION

SCALE: 1/8"=1'-0"



2 G3.01 STAIR SECTION TEMPORARY PROTECTION

SCALE: 1/8"=1'-0"

KEY LEGEND

	TEMPORARY CONSTRUCTION BARRIER
	TEMPORARY WEATHER PROTECTION AND ENCLOSURE
	AREA FOR TEMPORARY ENCLOSURE AND ACCESS SUPPORT STRUCTURE
	PROVIDE ACCESS TO SIDES AND SOFFITS OF CONCRETE ENCASED STRUCTURAL STEEL BEAMS
	TEMPORARY COVER WALKWAYS

ANNOTATION LEGEND

1. INSTALL TEMPORARY WEATHER ENCLOSURE OVER PORTICO FLOOR, STAIR, CHEEK WALLS, PLATFORM, AND LOWER LANDING.
2. MAXIMUM PERMISSIBLE ROOF HEIGHT OF THE TEMPORARY ENCLOSURE AND ACCESS STRUCTURE. THE TEMPORARY STRUCTURE SHALL BE SUFFICIENTLY HIGH TO MAINTAIN ADEQUATE WORKING CLEARANCE BETWEEN THE STRUCTURE FRAMING AND THE WORK SURFACES. ACTUAL PROFILE AND DESIGN OF THE ENCLOSURE ROOF SHALL BE DEVELOPED BY THE CONTRACTOR AND SUBMITTED FOR APPROVAL BY THE GSD AND ENGINEER PRIOR TO ERECTION.
3. SLOPE ROOF OF TEMPORARY WEATHER ENCLOSURE AWAY FROM BUILDING AND AT SUFFICIENT ANGLE TO PREVENT ACCUMULATION OR PONDING OF WATER, BUT NOT LESS THAN 15 DEGREES FROM HORIZONTAL.
4. INSTALL TEMPORARY ENCLOSURE AND ACCESS STRUCTURE TO SUPPORT ENCLOSURE AND PROVIDE ACCESS TO THE WORK AREA. THE TEMPORARY ENCLOSURE AND ACCESS STRUCTURE SHALL BE FREESTANDING AND SHALL BE ENGINEERED, INSTALLED, AND MAINTAINED TO SUPPORT ALL REQUIRED ENVIRONMENTAL AND CONSTRUCTION LOADS INDEPENDENTLY OF THE BUILDING.
5. THE TEMPORARY ENCLOSURE AND ACCESS STRUCTURE SHALL NOT BE BEAR ON ANY HORIZONTAL OR VERTICAL BUILDING SURFACE NOR BE ANCHORED TO ANY PORTION OF THE BUILDING.
6. IT IS ANTICIPATED THAT LEGS OF THE TEMPORARY ENCLOSURE AND ACCESS STRUCTURE WILL NEED TO BE SUPPORTED ON ENGINEERED FOUNDATIONS.
7. THE TEMPORARY ENCLOSURE AND ACCESS STRUCTURE SHALL NOT BEAR ON EXISTING PAVEMENTS. IF SUPPORT IS REQUIRED AT A PAVED AREA, REMOVE AND SALVAGE PAVERS AT SUPPORT LOCATION AND INSTALL TEMPORARY ENGINEERED FOUNDATION TO SUPPORT STRUCTURE.
8. PROVIDE ACCESS TO OUTSIDE EDGES OF PORTICO AND OUTSIDE FACES OF CHEEK WALLS TO FACILITATE STONE REMOVAL. ACCESS AT THESE LOCATIONS SHOULD REMAIN IN PLACE AFTER COMPLETION OF DEMOLITION WORK.
9. INTEGRATE TEMPORARY ENCLOSURE WITH PORTICO COLUMNS USING MEANS THAT WILL PREVENT MOISTURE INFILTRATION AND WILL NOT DAMAGE, MAR, STAIN, DEFACE, OR OTHERWISE ALTER THE APPEARANCE, CHARACTER, OR STRENGTH OF THE COLUMN MATERIALS.
10. MINIMUM EXTENTS OF COVERED WALKWAY. COVERED WALKWAYS SHALL EXTEND OVER ALL LOCATIONS WHERE THE HORIZONTAL DISTANCE BETWEEN THE PEDESTRIAN WALKWAY AND ELEVATED WORK OR HOISTED MATERIALS IS LESS THAN ONE QUARTER OF THE HEIGHT OF THE WORK OR MATERIAL.
11. COVERED WALKWAY AND BARRIER SHALL FULLY COVER TRANSOM WINDOWS AND DECORATIVE LIGHT FIXTURES. COVERED WALKWAY AND BARRIER STRUCTURE SHALL BE ENGINEERED TO SUPPORT ALL DESIGN LOADS INDEPENDENTLY OF THE BUILDING AND SHALL NOT BE ANCHORED TO THE BUILDING.
12. MINIMUM EXTENTS OF BARRIER. MIN. 8-FOOT BARRIERS SHALL BE PROVIDED AT ANY LOCATION WHERE THE HORIZONTAL DISTANCE BETWEEN THE PEDESTRIAN WALKWAY AND ELEVATED WORK OR HOISTED MATERIALS IS LESS THAN ONE HALF OF THE HEIGHT OF THE WORK OR MATERIAL.
13. INSTALL MIN. 8-FOOT TEMPORARY CONSTRUCTION BARRIER AT BASE OF ENCLOSURE.
14. DISCONNECT, REMOVE, SALVAGE, AND SAFELY STORE EXISTING LIGHT POLES FOR LATER REINSTALLATION.

SHEET NOTES:

1. TEMPORARY ENCLOSURE AND ACCESS STRUCTURE IS SHOWN SCHEMATICALLY. ACTUAL LAYOUT AND DESIGN OF THE STRUCTURE SHALL BE DEVELOPED BY THE CONTRACTOR AND SUBMITTED FOR APPROVAL BY THE GSD AND ENGINEER PRIOR TO ERECTION.
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3. THE CONTRACTOR SHALL ENGAGE A GEOTECHNICAL ENGINEER LICENSED IN THE STATE OF WEST VIRGINIA TO PERFORM AN INVESTIGATION OF THE IN-SITU SOIL PROPERTIES AND TO DEVELOP A DESIGN FOR SUPPORTING THE TEMPORARY ENCLOSURE AND ACCESS SYSTEM.
4. ALL UNDERGROUND UTILITIES SHALL BE LOCATED AND MARKED PRIOR ANY GEOTECHNICAL INVESTIGATION AND INSTALLATION OF TEMPORARY PROTECTION.
5. LIMITS OF COVERED WALKWAYS AND BARRIERS SHOWN ARE MINIMUM. ACTUAL LIMITS OF COVERED WALKWAYS AND BARRIERS SHALL BE EXTENDED TO COMPLY WITH ALL PROJECT REQUIREMENTS BASED ON THE CONTRACTOR'S MEANS AND METHODS AND SUBMITTED FOR APPROVAL BY THE GSD AND ENGINEER PRIOR TO ERECTION.

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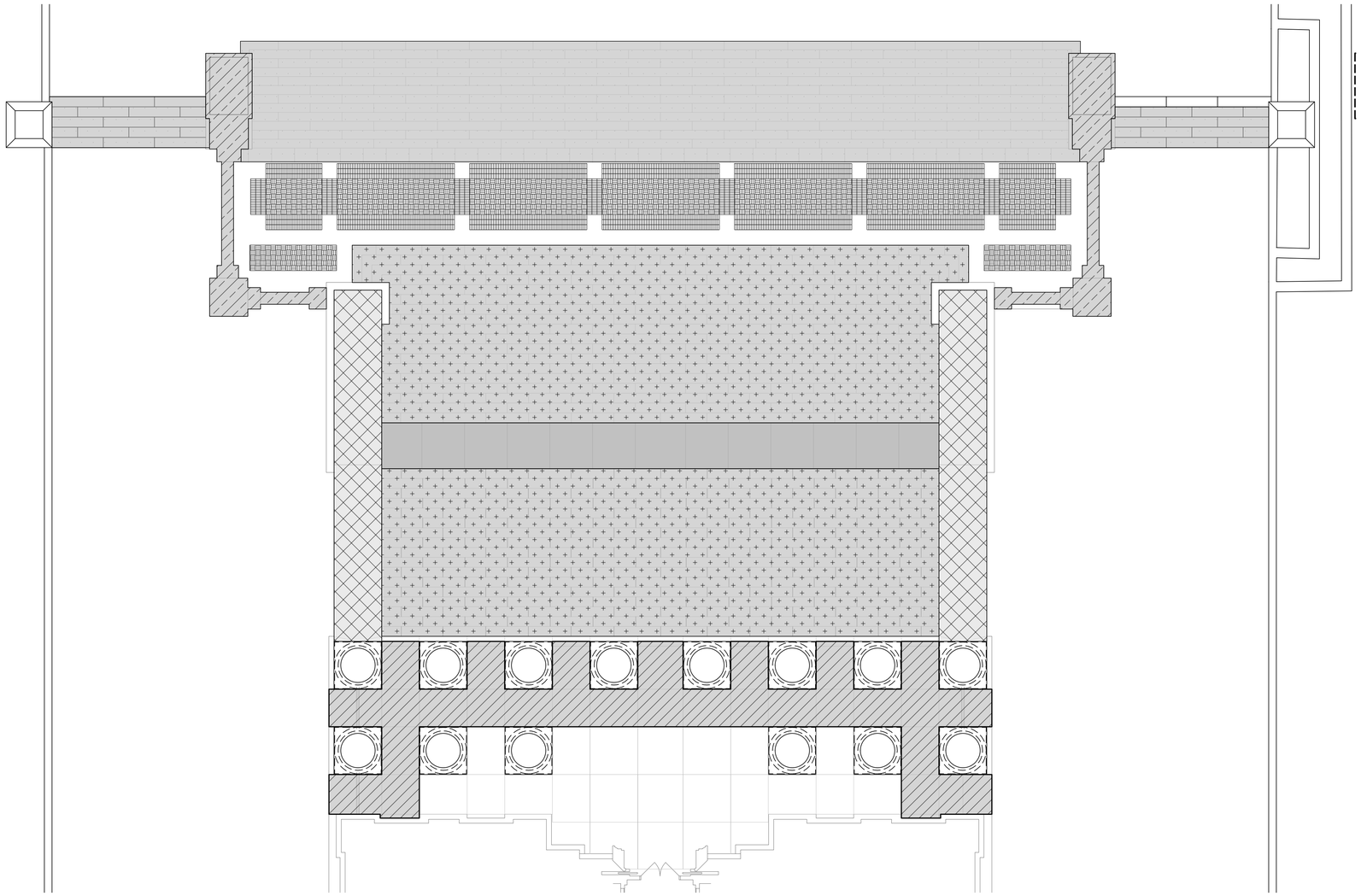
SHEET NAME
STAIR SECT. TEMPORARY PROTECTION

SHEET NUMBER
G3.01



LOAD DIAGRAM LEGEND	
	MIDDLE LANDING - 3,500 lbs
	LIMESTONE TREADS - 1,100 lbs
	CHEEK WALLS - 5,500 lbs
	PORTICO - 1,800 lbs
	GRANITE TREADS - 1,500 lbs
	LOWER FLIGHT CHEEK WALL - 3,500 lbs
	BRICK PAVERS

SHEET NOTES:

1. TEMPORARY ENCLOSURE AND ACCESS SUPPORT STRUCTURE MAY BE USED FOR RIGGING, HOISTING, AND TRANSPORTING STONEWORK PIECES WITHIN THE ENCLOSURE IF THE STRUCTURE IS DESIGNED FOR SUCH LOADS.
2. THIS SHEET SHOWS THE ANTICIPATED WEIGHTS FOR STONEWORK PIECES IN EACH AREA AND ARE FOR BIDDING PURPOSES ONLY.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE WEIGHTS OF STONE PIECES BASED ON ACTUAL STONE DIMENSIONS AND UNIT DENSITIES PRIOR TO SUBMITTING SHOP DRAWINGS FOR TEMPORARY ENCLOSURE AND ACCESS SUPPORT STRUCTURE.
4. THE CONTRACTOR SHALL VERIFY THE ACTUAL WEIGHT OF EACH STONE PIECE AND RECORD THE WEIGHT ITS RESPECTIVE SURVEY SHEET BEFORE HOISTING.

1 / G4.01 NORTH STAIR LIFTING PLAN

SCALE: 1/8"=1'-0"

PLAN NORTH

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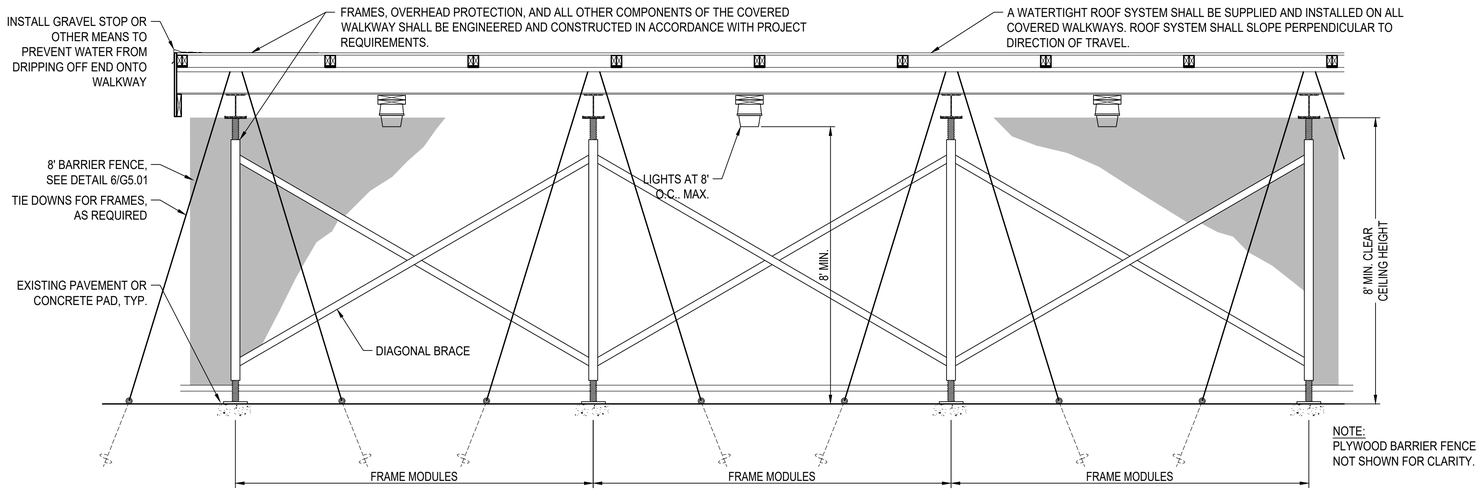
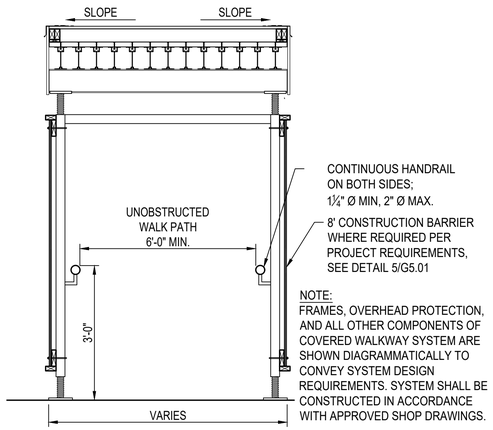
SHEET NAME
NORTH STAIR LIFTING PLAN

SHEET NUMBER
G4.01



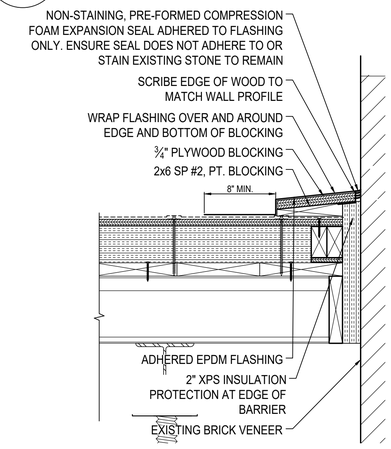
1 G5.01 OVERHEAD PROTECTION ELEVATION

SCALE: NTS



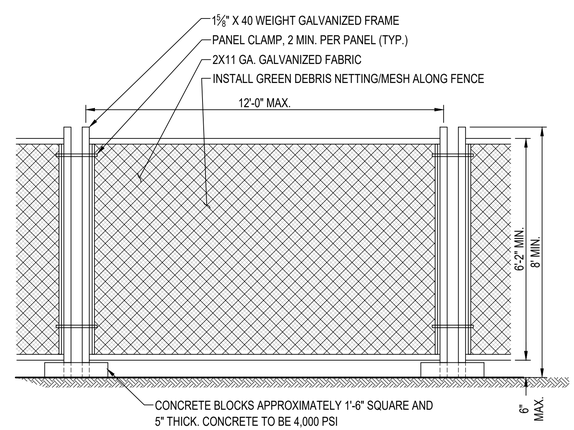
2 G5.01 OVERHEAD PROTECTION SECTION

SCALE: NTS



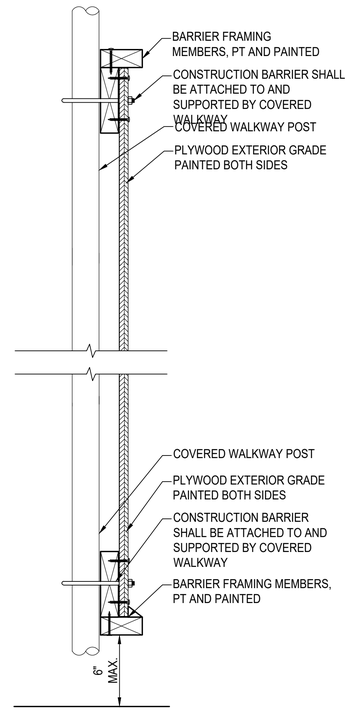
3 G5.01 OVERHEAD PROTECTION WALL INTEGRATION

SCALE: 1½"=1'-0"



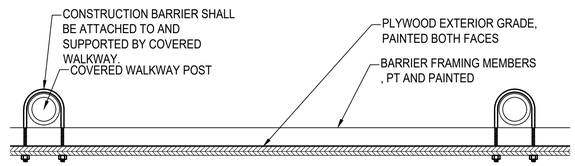
4 G5.01 CONSTRUCTION FENCE

SCALE: NTS



5 G5.01 CONSTRUCTION BARRIER SECTION DETAIL

SCALE: NTS



6 G5.01 CONSTRUCTION BARRIER PLAN DETAIL

SCALE: NTS

SHEET NOTES

1. HANDRAILS AND GUARDS SHALL BE DESIGNED TO RESIST A CONCENTRATED LOAD OF 200 LBS OR A LINEAR LOAD OF 50 PLF IN ACCORDANCE WITH SECTION 4.5.1 OF ASCE 7-10.
2. THE ILLUMINATION LEVEL FOR THE COVERED WALKWAYS SHALL NOT BE LESS THAN 1 FT-CANDLE AT THE WALKING SURFACE.
3. ALL WALKING SURFACES SHALL BE STABLE, FIRM, AND SLIP RESISTANT.

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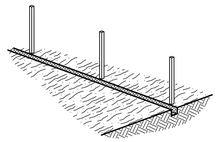
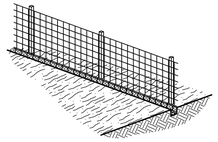
SHEET NAME
TEMPORARY PROTECTION DETAILS

SHEET NUMBER
G5.01

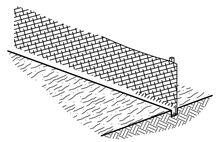
1. SET POSTS AND EXCAVATE A 4" x 4" TRENCH UPSLOPE ALONG THE LINE OF POSTS.



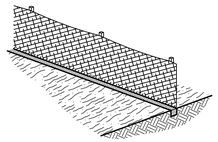
2. STAPLE WIRE FENCING TO THE POSTS.



3. ATTACH THE FILTER FABRIC TO THE WIRE FENCE AND EXTEND IT INTO THE TRENCH.

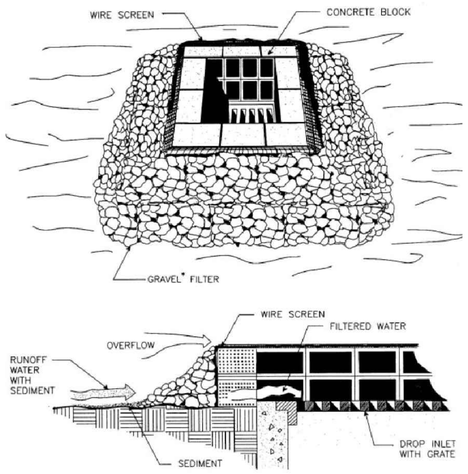


4. BACKFILL AND COMPACT THE EXCAVATED SOIL.



1 G5.02 SILT FENCE

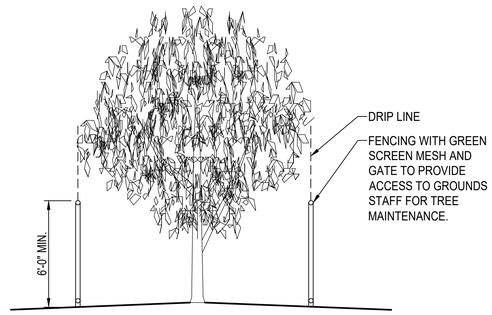
SCALE: NTS



SPECIFIC APPLICATION

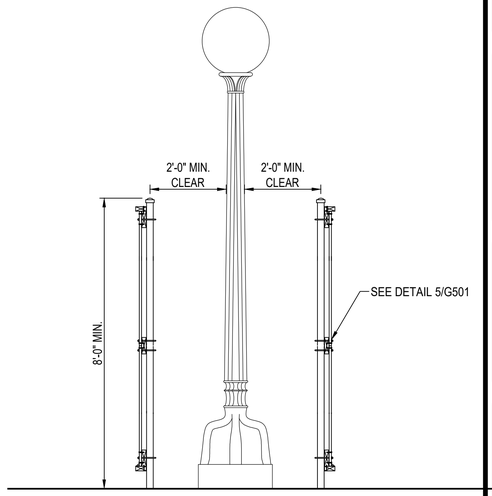
2 G5.02 DROP INLET SEDIMENT FILTER

SCALE: NTS



3 G5.02 TREE PROTECTION DETAIL

SCALE: ¼"=1'-0"



4 G5.02 LAMP POST PROTECTION DETAIL

SCALE: ½"=1'-0"

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WEST VIRGINIA STATE CAPITOL BUILDING
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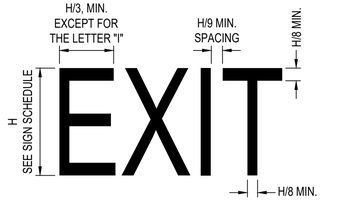
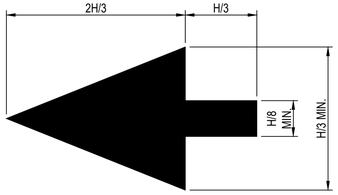
SHEET NAME
TEMPORARY PROTECTION DETAILS

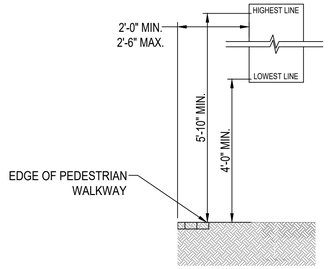
SHEET NUMBER
G5.02





1 G5.03 EXIT SIGN LETTERING

SCALE: NTS



2 G5.03 EXTERIOR SIGN POSTING

SCALE: NTS

SIGN NO.	SIGN	TEXT HEIGHT	TEXT COLOR	BACKGROUND COLOR
1	EMPLOYEE ENTRANCES ← MAIN BUILDING & ADA ← EAST WING → WEST WING	3 IN 2 IN 2 IN 2 IN	WHITE	GREEN
2	EMPLOYEE ENTRANCES ← MAIN BUILDING & ADA ← EAST WING ↑ WEST WING	3 IN 2 IN 2 IN 2 IN	WHITE	GREEN
3	EMPLOYEE ENTRANCES ↑ MAIN BUILDING & ADA ↑ EAST WING → WEST WING	3 IN 2 IN 2 IN 2 IN	WHITE	GREEN
4	← EXIT	9 IN	RED	WHITE
5	EXIT →	9 IN	RED	WHITE
6	EXIT ↑	9 IN	RED	WHITE
7	EMERGENCY EXIT DO NOT BLOCK	2 IN 2 IN 1 1/2 IN	WHITE	RED
8	WATCH FOR ↔ CONSTRUCTION TRAFFIC	2 IN 1 1/2 IN	BLACK	ORANGE
9	NOT AN EXIT AUTHORIZED PERSONNEL ONLY	2 IN 2 IN 1 1/2 IN	WHITE	RED

SIGN NOTES:

1. SIGN LAYOUTS ARE SHOWN SCHEMATICALLY. SIGN LETTERING, INCLUDING FONTS AND SPACINGS, SHALL COMPLY WITH THE REQUIREMENTS OF SECTION 703 OF THE 2010 ADA STANDARD FOR ACCESSIBLE DESIGN.
2. CONTRACTOR SHALL SUBMIT SCALED SHOP DRAWINGS SHOWING ACTUAL SIZE OF SIGN AND SIZES AND SPACINGS OF LETTERING, SYMBOLS, GRAPHICS, AND BORDERS.
3. LETTERING ON DIRECTIONAL SIGNS SHALL BE SANS SERIF AND UPPERCASE.
4. ARROWS SIZES AND SHAPES SHALL COMPLY WITH THE 2009 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
5. LETTERING ON ALL SIGNS SHALL NOT BE ITALIC, OBLIQUE, SCRIPT, HIGHLY DECORATED, OR OTHER USUAL FORMS, EXCEPT FOR LOGOS AND OTHER GRAPHICS.
6. EXTERIOR SIGNS SHALL BE MOUNTED TO CONSTRUCTION FENCES, TEMPORARY POSTS, OR (WHERE APPROVED) EXISTING POLES USING NON-MARRING AND REVERSIBLE MEANS.
7. INTERIOR SIGNS SHALL BE MOUNTED ON TEMPORARY STANCHIONS AT THE HEIGHT LIMITS SHOWN IN DETAIL 2/G5.03. STANCHIONS SHALL BE BALLASTED SO THEY ARE NOT EASILY MOVED. STANCHION BASES SHALL NOT PROJECT INTO PEDESTRIAN PATHS.

NORTH STAIR REPAIR PROJECT

WDP & ASSOCIATES CONSULTING ENGINEERS, INC.
355 GREENBRIER DRIVE, SUITE 205
CHARLOTTESVILLE, VIRGINIA 22901

CONTRACTOR NAME
ADDRESS 1
ADDRESS 2

BRIEF PROJECT DESCRIPTION
(TO BE APPROVED BY GSD)

3 G5.03 SAMPLE PROJECT SIGN

SCALE: NTS

4 G5.03 SIGN SCHEDULE

SCALE: NTS

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11/22/2021

WEST VIRGINIA STATE CAPITOL BUILDING
CHARLESTON, WV
NORTH STAIR REPAIR

REVISIONS

SUBMISSION DATE 11/22/21
WDP JOB NUMBER 21060
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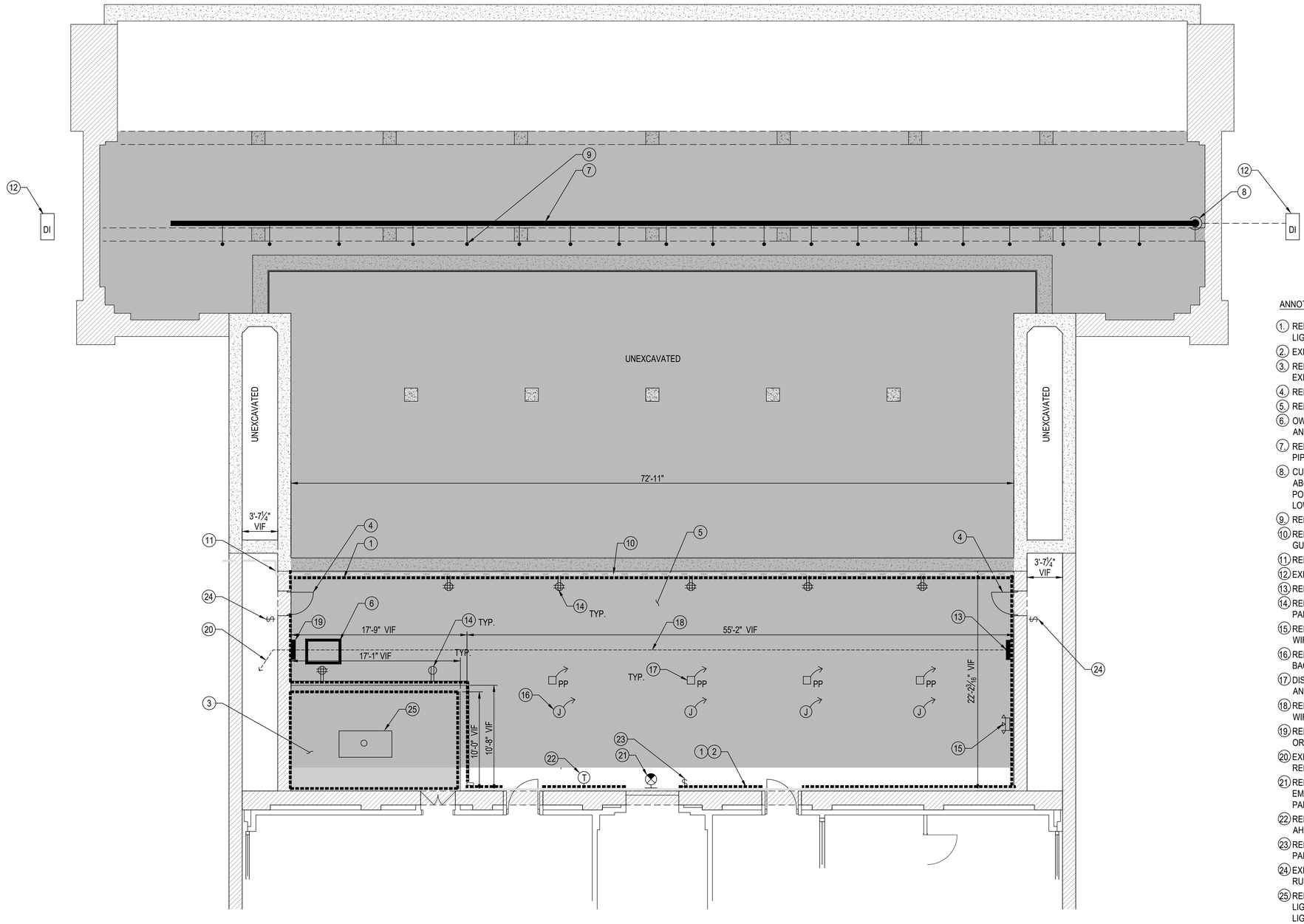
DRAFT DT
CHECK RAC

SHEET NAME
SIGNAGE DETAILS

SHEET NUMBER
G5.03



KEY LEGEND

▪▪▪▪▪▪▪▪	GYPSUM BOARD AND LIGHT GAGE FRAMING REMOVAL
▪▪▪▪▪▪▪▪	PLASTER LAYER BEHIND GYPSUM BOARD AND LIGHT GAGE FRAMING REMOVAL
— —	WALL MOUNTED GUTTER SYSTEM TO BE REMOVED
-------	OVERHEAD CONDUIT
$	LIGHT SWITCH
	QUADRUPLEX RECEPTACLE
	DUPLEX RECEPTACLE
T	HVAC THERMOSTAT
	ILLUMINATED EXIT SIGN
	EMERGENCY LIGHT
PP	POWER POLE
J	JUNCTION BOX
	PANEL BOARD
	4" PVC DRAIN PIPE BELOW GRADE
	SURFACE-MOUNTED FLUORESCENT LIGHT FIXTURE

ANNOTATION LEGEND

1. REMOVE EXISTING GYPSUM WALLBOARD AND LIGHT-GAUGE FRAMING.
2. EXISTING PLASTER TO REMAIN.
3. REMOVE EXISTING SUSPENDED CEILING TILE. EXISTING PLASTER CEILING TO REMAIN.
4. REMOVE AND SALVAGE EXISTING DOOR AND FRAME.
5. REMOVE AND DISCARD EXISTING CARPET
6. OWNER TO DISCONNECT AND REMOVE EXISTING DATA CABINET.
7. REMOVE HORIZONTAL SEGMENT OF EXISTING 4" PVC PIPE.
8. CUT VERTICAL PORTION OF EXISTING 4" PVC AT 4" ABOVE PAVEMENT LEVEL AND REMOVE UPPER PORTION. REMAIN, TEMPORARILY PLUG, AND PROTECT LOWER PORTION IN PLACE.
9. REMOVE AND DISCARD EXISTING DRAIN TUBES.
10. REMOVE AND DISCARD EXISTING WALL-MOUNTED GUTTER SYSTEM.
11. REMOVE AND DISCARD EXISTING COPPER PIPE.
12. EXISTING DROP INLET TO REMAIN.
13. REMOVE EXISTING PANELBOARD.
14. REMOVE ALL EXISTING OUTLETS AND WIRING BACK TO PANELBOARD.
15. REMOVE EXISTING EMERGENCY LIGHT FIXTURE AND WIRING BACK TO PANELBOARD.
16. REMOVE ALL EXISTING JUNCTION BOXES AND WIRING BACK TO PANELBOX.
17. DISCONNECT CABLES FROM TOP OF ALL POWER POLES AND REMOVE ALL WIRING BACK TO PANELBOARD.
18. REMOVE EXISTING CONDUIT AND PANELBOARD FEED WIRING BACK TO SOURCE.
19. REMOVE EXISTING DETERIORATED JUNCTION BOX. ORIGINAL CONDUITS SHALL REMAIN.
20. EXISTING CONDUIT FROM DISTRIBUTION PANEL TO REMAIN.
21. REMOVE EXISTING ILLUMINATED EXIT SIGN, EMERGENCY LIGHTING, AND WIRING BACK TO PANELBOARD.
22. REMOVE EXISTING THERMOSTAT AND WIRING BACK TO AHU.
23. REMOVE EXISTING LIGHTSWITCH AND WIRING BACK TO PANELBOARD.
24. EXISTING LIGHTSWITCH TO REMAIN. REMOVE HOME RUN WIRING BACK TO PANELBOARD.
25. REMOVE EXISTING SURFACE-MOUNTED FLUORESCENT LIGHT FIXTURE. REMOVE WIRING BACK TO LIGHTSWITCH.

SHEET NOTES

1. OWNER TO REMOVE ALL ROOM FURNISHINGS AND CONTENTS WITHIN READING ROOM, EAST AND WEST CLOSETS, AND BREAK ROOM.
2. EXISTING MECHANICAL, ELECTRICAL, AND PLUMBING COMPONENTS OUTSIDE OF THE SCOPE OF WORK SHALL NOT BE DISTURBED UNLESS APPROVED BY THE ENGINEER AND GSD.
3. REMOVE EXISTING SEGMENTS OF PIPE AS INDICATED IN THE DRAWINGS, LEAVING THE ENDS OF REMAINING PIPE SQUARE AND READY FOR ATTACHMENT OF NEW PIPE SEGMENTS OR FITTINGS.

1 / D1.01 GROUND FLOOR DEMOLITION PLAN

SCALE: 3/16"=1'-0"

PLAN NORTH

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WEST VIRGINIA STATE CAPITOL BUILDING
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SHEET NAME
GROUND FLOOR DEMO PLAN

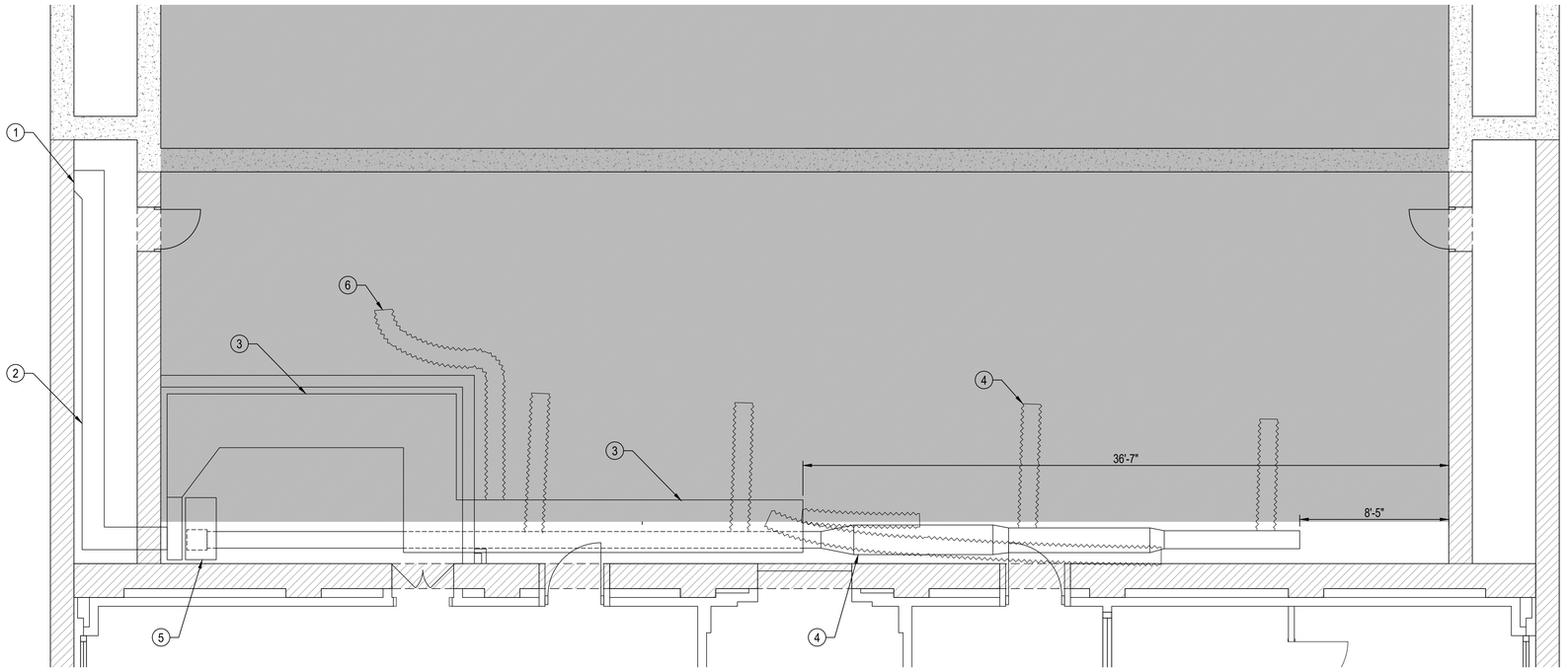
SHEET NUMBER
D1.01

ANNOTATION LEGEND

1. EXISTING LOUVER TO REMAIN.
2. REMOVE THE EXISTING FRESH AIR INTAKE DUCTWORK.
3. REMOVE EXISTING RETURN DUCTWORK.
4. REMOVE EXISTING SUPPLY DUCTWORK.
5. PROTECT EXISTING AIR HANDLER UNIT IN PLACE.
6. REMOVE AND DISCARD EXISTING FLEX DUCTS.

SHEET NOTES

1. EXISTING MECHANICAL, ELECTRICAL, AND PLUMBING COMPONENTS OUTSIDE OF THE SCOPE OF WORK SHALL NOT BE DISTURBED UNLESS APPROVED BY THE ENGINEER AND GSD.



1 / D1.01M
GROUND FLOOR
MECHANICAL DEMOLITION PLAN
SCALE: ¼"=1'-0"

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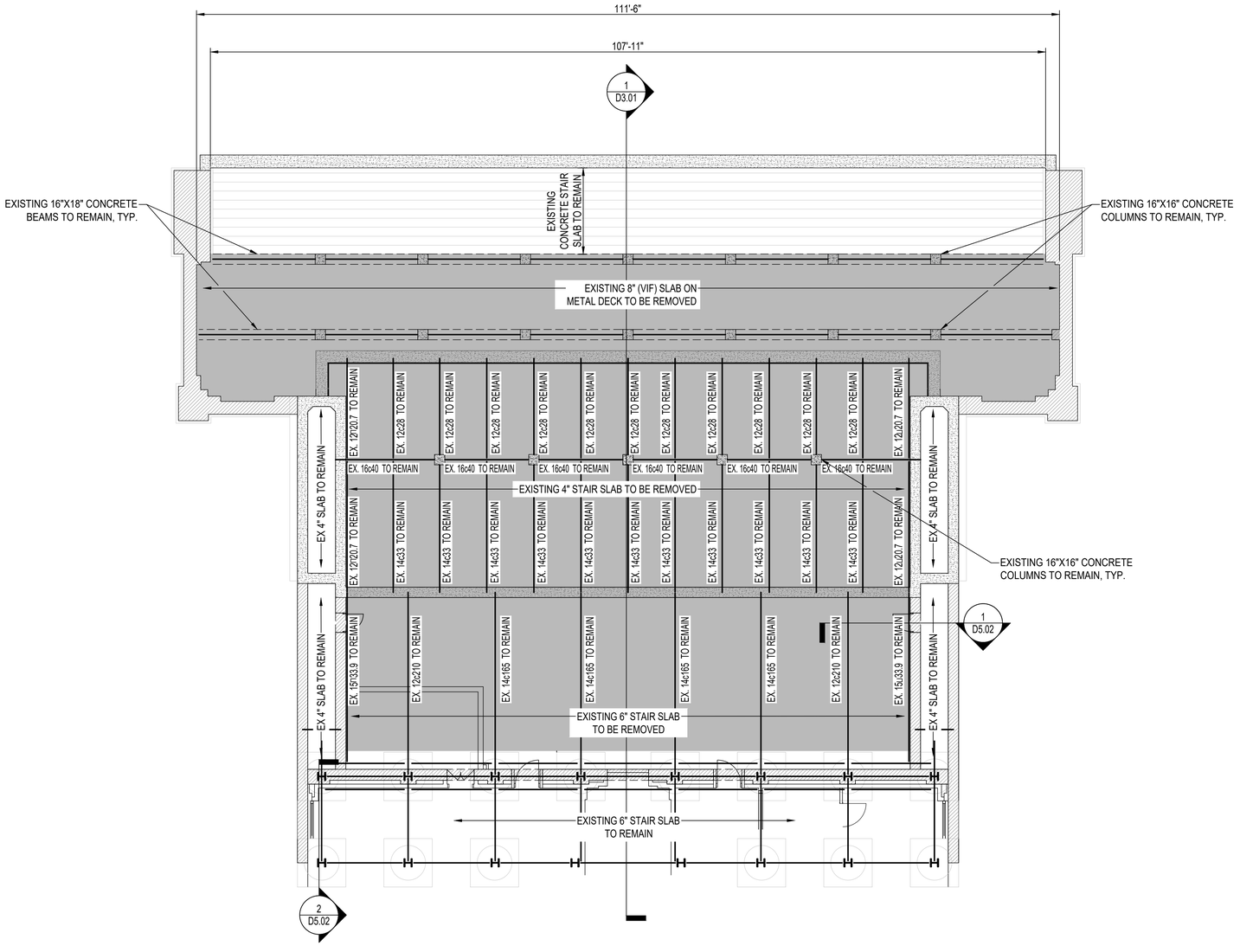
SHEET NAME
GRD FLOOR MECHANICAL DEMOLITION

SHEET NUMBER
D1.01M

KEY LEGEND	
	CONCRETE SLAB TO BE REMOVED
	EXISTING CONCRETE WALL TO REMAIN
	EXISTING MASONRY WALL TO REMAIN



NOTE:
CONTRACTOR SHALL PROVIDE ACCESS TO ENGINEER FOR EVALUATION OF EACH STEEL MEMBER UNCOVERED DURING CONSTRUCTION.

1 / D1.02 NORTH STAIR FRAMING DEMOLITION PLAN

SCALE: ⅛"=1'-0"

PLAN NORTH

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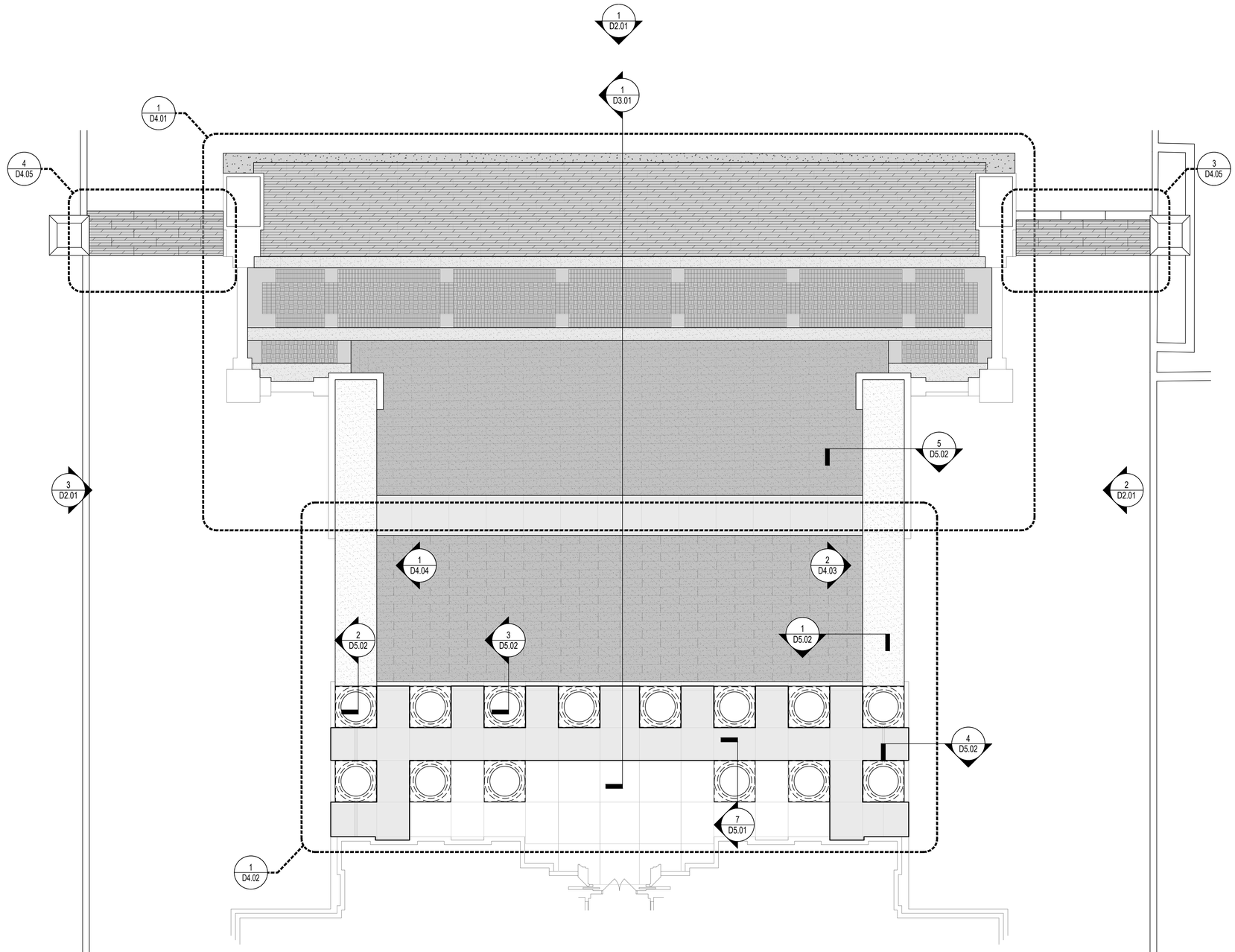
CHECK	RAC

SHEET NAME
STAIR FRAMING DEMO. PLAN

SHEET NUMBER
D1.02



KEY LEGEND	
	REMOVE AND SALVAGE LIMESTONE PAVERS FROM PLATFORM
	REMOVE AND DISCARD BRICK PAVERS FROM PLATFORM
	CATALOG, SURVEY, REMOVE, AND SALVAGE LIMESTONE STAIR TREADS. REMOVE AND SALVAGE BRICK PEDESTALS BENEATH PAVERS.
	CATALOG, SURVEY, REMOVE, AND SALVAGE LIMESTONE COPINGS, CORNICES AND PANELS. SEE DETAIL 1/D9.01
	REMOVE AND SALVAGE LIMESTONE PAVERS FROM TOP AND MIDDLE LANDINGS.
	CATALOG, SURVEY, REMOVE, AND SALVAGE GRANITE STAIR TREADS.
	REMOVE AND SALVAGE CONCRETE BRICK PAVERS.

1 / G4.01 NORTH STAIR DEMOLITION PLAN

SCALE: 1/8"=1'-0"

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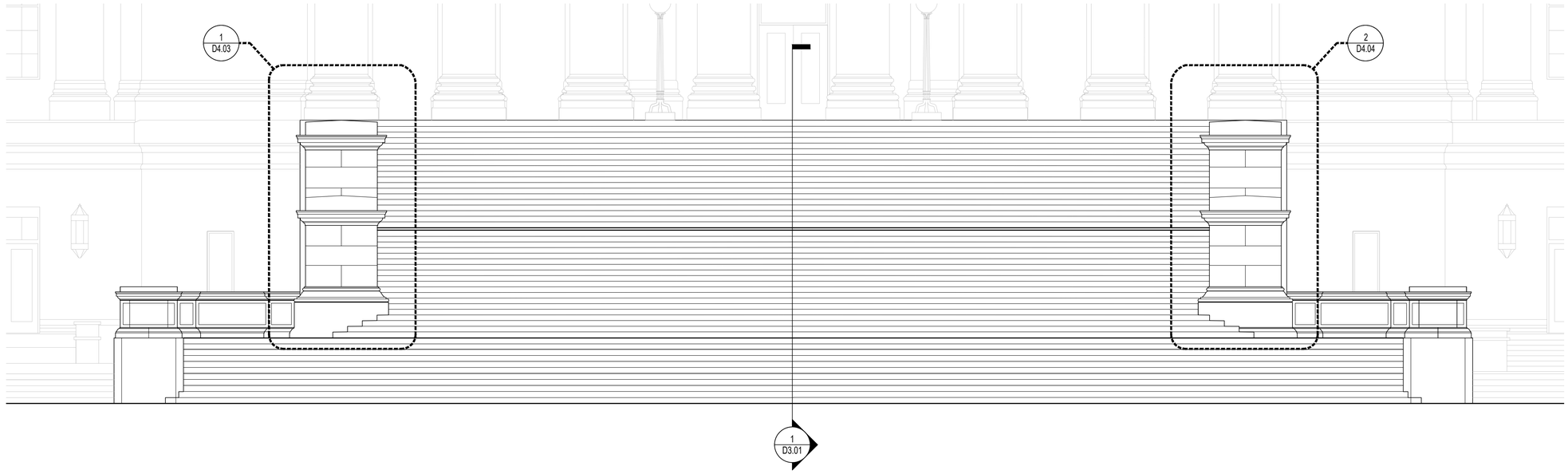
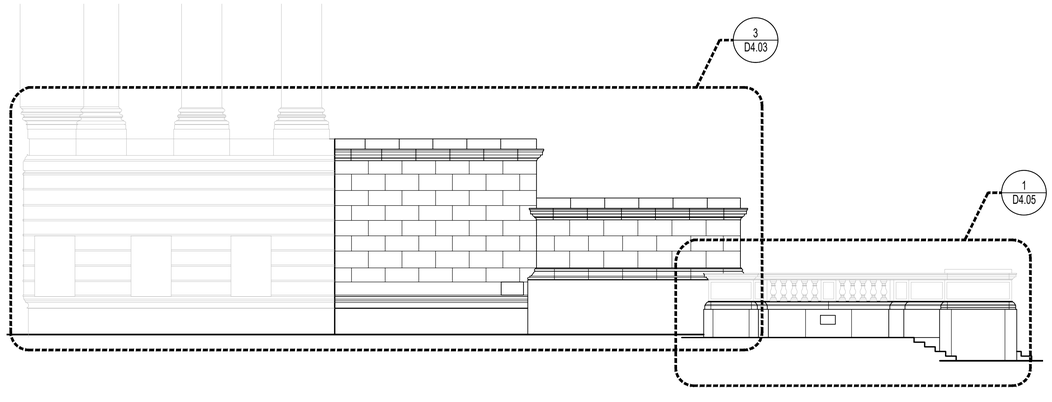
SHEET NAME
NORTH STAIR DEMOLITION PLAN

SHEET NUMBER
D1.03



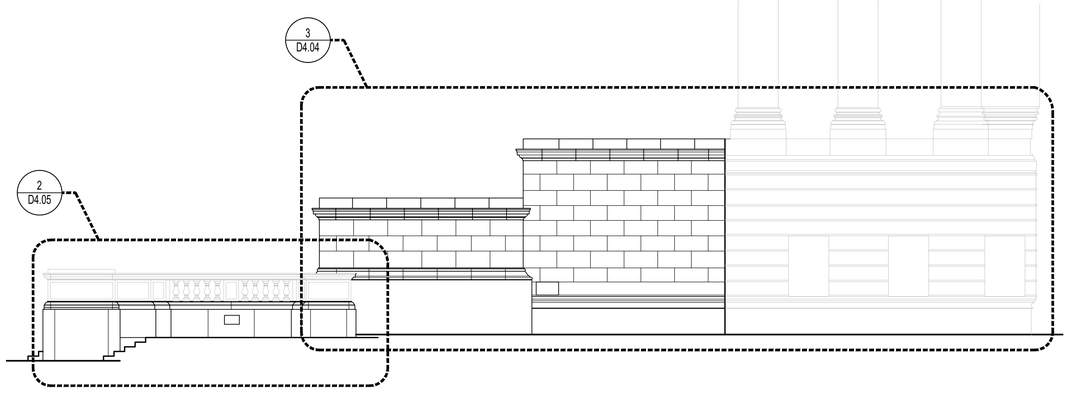
1 / D2.01 NORTH STAIR NORTH ELEVATION

SCALE: ⅛"=1'-0"



2 / D2.01 NORTH STAIR EAST ELEVATION

SCALE: ⅛"=1'-0"



3 / D2.01 NORTH STAIR WEST ELEVATION

SCALE: ⅛"=1'-0"

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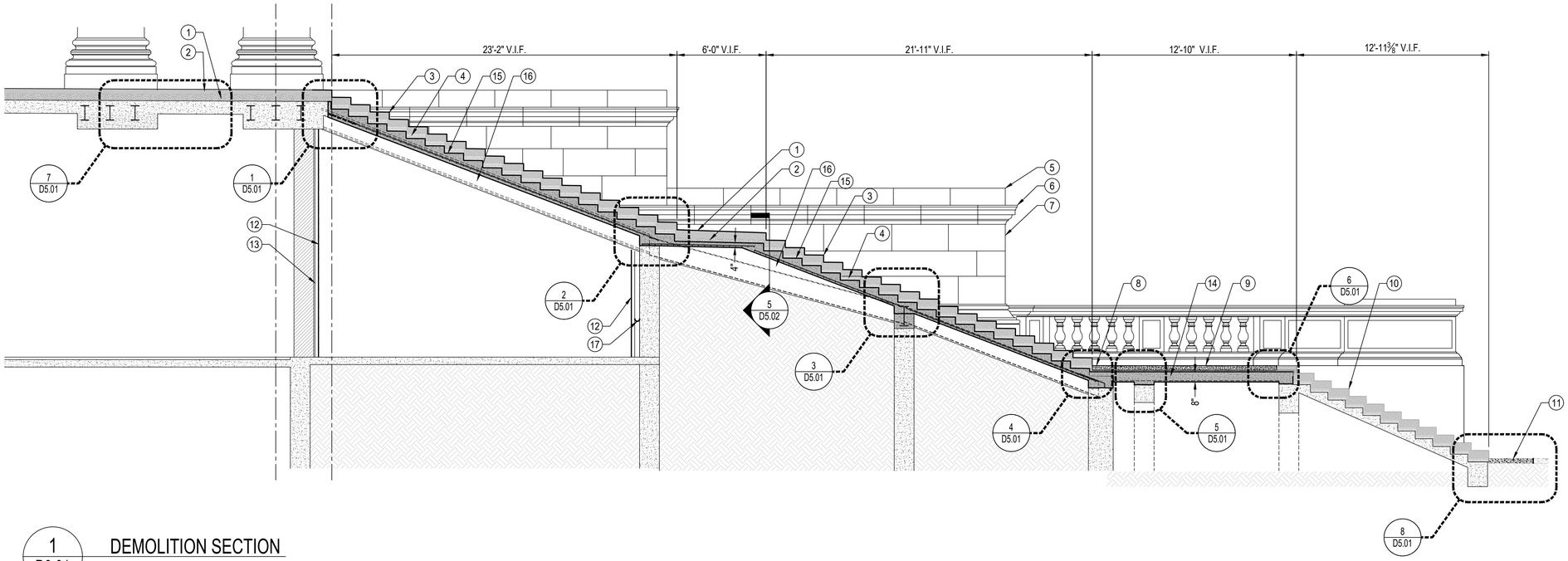
SHEET NAME
NORTH STAIR DEMOLITION ELEVATIONS

SHEET NUMBER
D2.01



1 D3.01 DEMOLITION SECTION

SCALE: ¼"=1'-0"

ANNOTATION LEGEND

1. CATALOG, SURVEY, REMOVE, AND SALVAGE LIMESTONE PAVERS
2. REMOVE AND DISCARD MORTAR SETTING BED
3. CATALOG, SURVEY, REMOVE, AND SALVAGE LIMESTONE STAIR TREADS
4. REMOVE AND SALVAGE BRICK PEDESTALS BENEATH PAVERS
5. CATALOG, SURVEY, REMOVE, AND SALVAGE LIMESTONE COPINGS. SEE DETAIL 1/AD4.1.
6. CATALOG, SURVEY, REMOVE, AND SALVAGE LIMESTONE WATER TABLES. SEE DETAIL 1/AD4.1.
7. CATALOG, SURVEY, REMOVE, AND SALVAGE LIMESTONE PANELS. SEE DETAIL 1/AD4.1.
8. REMOVE AND SALVAGE LIMESTONE PAVERS FROM PLATFORM.
9. REMOVE AND DISCARD BRICK PAVERS FROM PLATFORM
10. CATALOG, SURVEY, REMOVE, AND SALVAGE GRANITE STAIR TREADS
11. REMOVE AND SALVAGE CONCRETE BRICK PAVERS
12. REMOVE AND DISCARD EXISTING GYPSUM WALLBOARD AND LIGHT GAUGE FRAMING
13. EXISTING HISTORIC PLASTER AND WALL FRAMING TO REMAIN.
14. REMOVE EXISTING PLATFORM CONCRETE SLAB AND METAL DECK.
15. REMOVE EXISTING REINFORCED CONCRETE STAIR SLAB.
16. REMOVE CONCRETE ENCASEMENT AROUND EXISTING STEEL BEAMS, EXISTING STEEL BEAMS TO REMAIN.
17. REMOVE AND DISCARD EXISTING WALL-MOUNTED GUTTER SYSTEM

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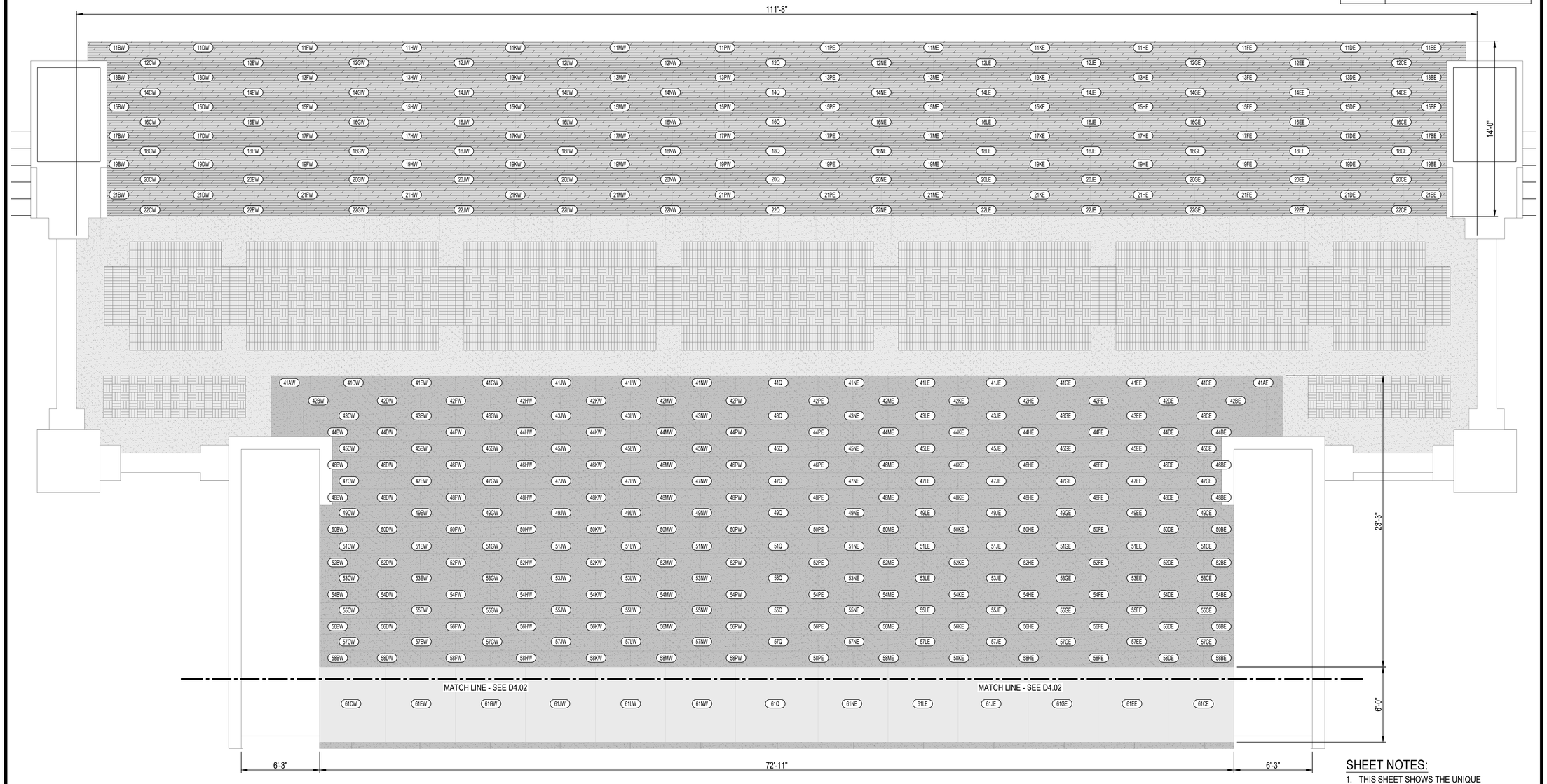
SHEET NAME
DEMOLITION SECTION

SHEET NUMBER
D3.01

KEY LEGEND	
XX	UNIQUE STONE ID NUMBER
	REMOVE AND SALVAGE LIMESTONE PAVERS FROM PLATFORM
	REMOVE AND DISCARD BRICK PAVERS FROM PLATFORM
	CATALOG, SURVEY, REMOVE, AND SALVAGE LIMESTONE STAIR TREADS. REMOVE AND SALVAGE BRICK PEDESTALS BENEATH PAVERS.
	REMOVE AND SALVAGE LIMESTONE PAVERS FROM TOP AND MIDDLE LANDINGS.
	CATALOG, SURVEY, REMOVE, AND SALVAGE GRANITE STAIR TREADS.



SHEET NOTES:

1. THIS SHEET SHOWS THE UNIQUE IDENTIFICATION NUMBER ASSIGNED TO EACH STONE PIECE INDICATED TO BE REMOVED AND SALVAGED.
2. STONE ID NUMBERS USED ON THIS SHEET SHALL BE USED IN CONJUNCTION WITH EXISTING STONE SURVEY SHEETS INCLUDED IN THE SPECIFICATIONS.

1 / D4.01 PARTIAL TREAD AND PAVER KEY

SCALE: ¼"=1'-0"

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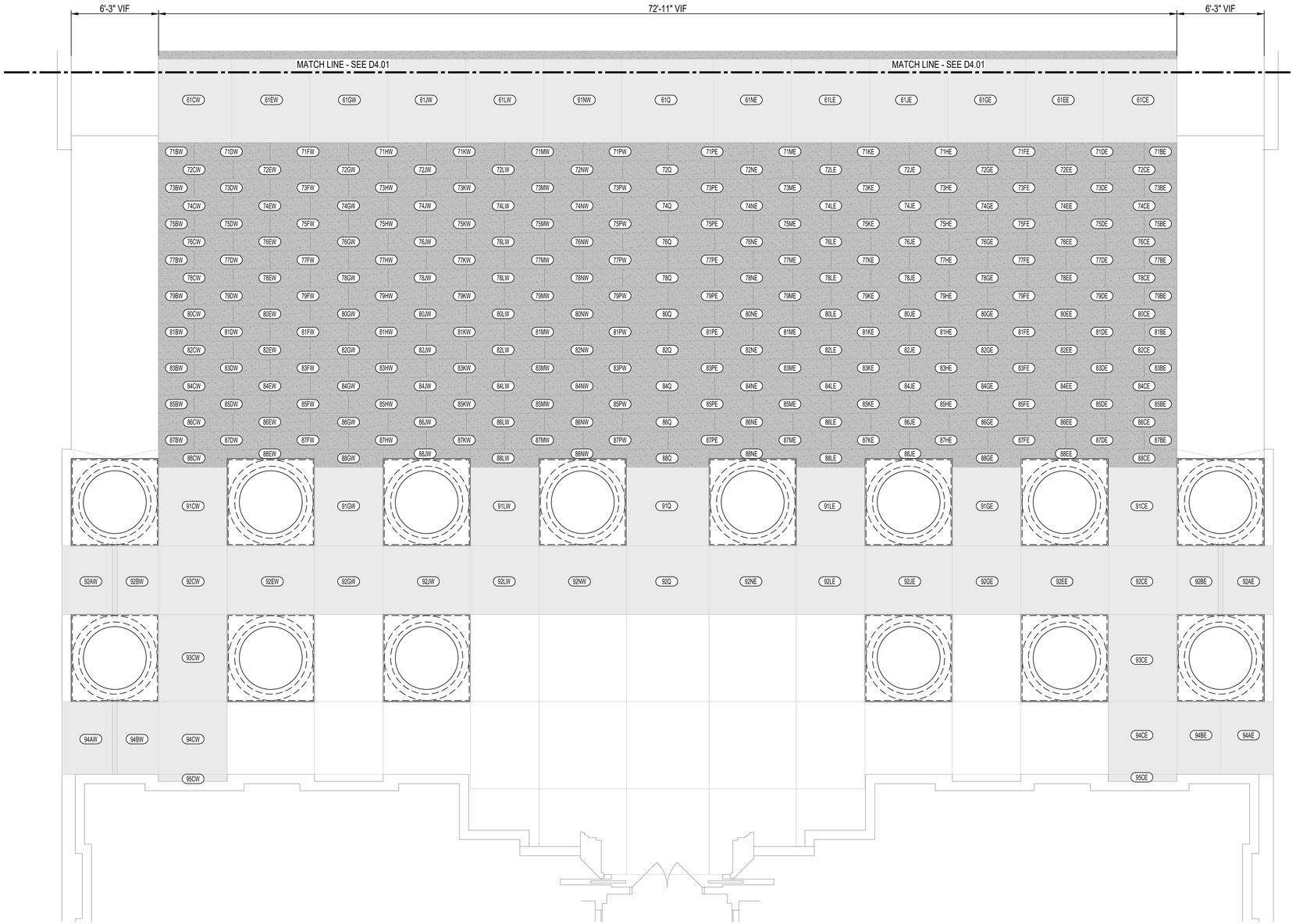
DESIGN	PBD
DRAFT	DT
CHECK	RAC

SHEET NAME
PARTIAL TREAD AND PAVER PLAN

SHEET NUMBER
D4.01

KEY LEGEND	
XX	UNIQUE STONE ID NUMBER
	CATALOG, SURVEY, REMOVE, AND SALVAGE LIMESTONE STAIR TREADS. REMOVE AND SALVAGE BRICK PEDESTALS BENEATH PAVERS.
	REMOVE AND SALVAGE LIMESTONE PAVERS FROM TOP AND MIDDLE LANDINGS.



1 D4.02 PARTIAL TREAD AND PAVER KEY PLAN - SOUTH

SCALE: 1/4"=1'-0"

PLAN NORTH

SHEET NOTES:

1. THIS SHEET SHOWS THE UNIQUE IDENTIFICATION NUMBER ASSIGNED TO EACH STONE PIECE INDICATED TO BE REMOVED AND SALVAGED.
2. STONE ID NUMBERS USED ON THIS SHEET SHALL BE USED IN CONJUNCTION WITH EXISTING STONE SURVEY SHEETS INCLUDED IN THE SPECIFICATIONS.

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19214
STATE OF WEST VIRGINIA
11/22/2021

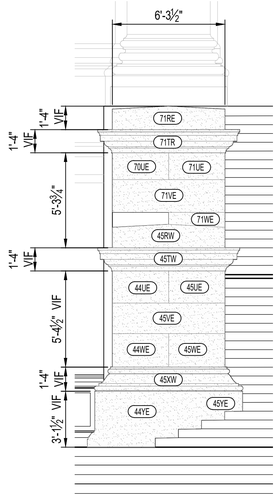
WEST VIRGINIA STATE CAPITOL BUILDING
CHARLESTON, WV
NORTH STAIR REPAIR

REVISIONS

SUBMISSION DATE	11/22/21
WDP JOB NUMBER	21060
DESIGN	PBD
DRAFT	DT
CHECK	RAC

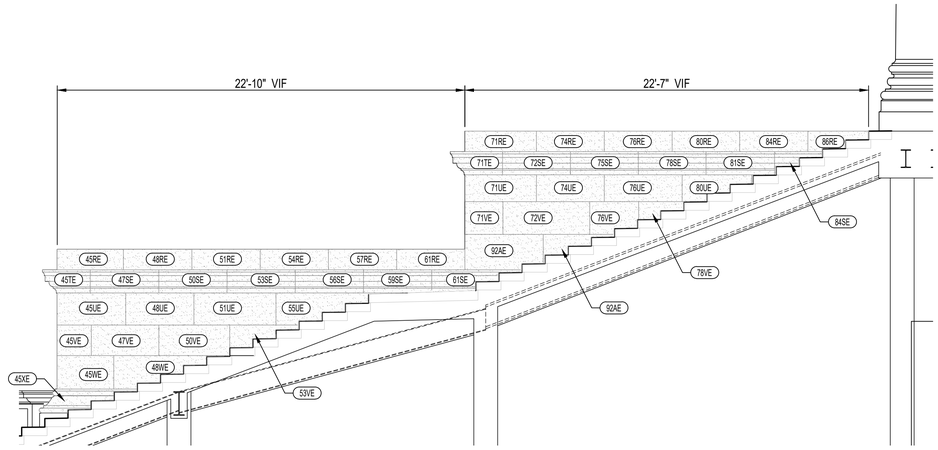
SHEET NAME
PARTIAL TREAD AND PAVER PLAN

SHEET NUMBER
D4.02



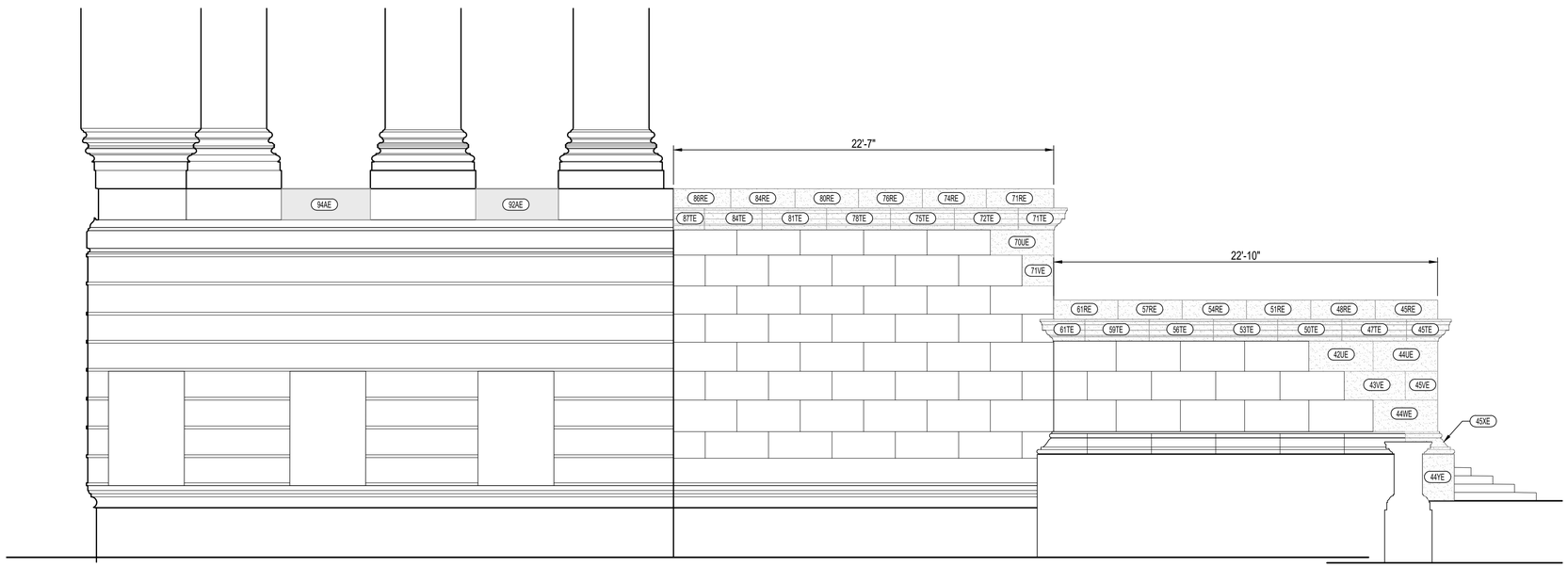
1 D4.03 EAST CHEEK WALL NORTH ELEVATION

SCALE: ¼"=1'-0"



2 D4.03 EAST CHEEK WALL WEST ELEVATION

SCALE: ¼"=1'-0"



3 D4.03 NORTH STAIR PARTIAL EAST ELEVATION

SCALE: ¼"=1'-0"

KEY LEGEND	
XX	UNIQUE STONE ID NUMBER
	CATALOG, SURVEY, REMOVE, AND SALVAGE LIMESTONE COPINGS, CORNICES AND PANELS. SEE DETAIL 1/D9.01
	REMOVE AND SALVAGE LIMESTONE PAVERS FROM TOP AND MIDDLE LANDINGS.

SHEET NOTES:

1. THIS SHEET SHOWS THE UNIQUE IDENTIFICATION NUMBER ASSIGNED TO EACH STONE PIECE INDICATED TO BE REMOVED AND SALVAGED.
2. STONE ID NUMBERS USED ON THIS SHEET SHALL BE USED IN CONJUNCTION WITH EXISTING STONE SURVEY SHEETS INCLUDED IN THE SPECIFICATIONS.

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REX A. CYPHERS
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STATE OF WEST VIRGINIA
PROFESSIONAL ENGINEER
11/22/2021

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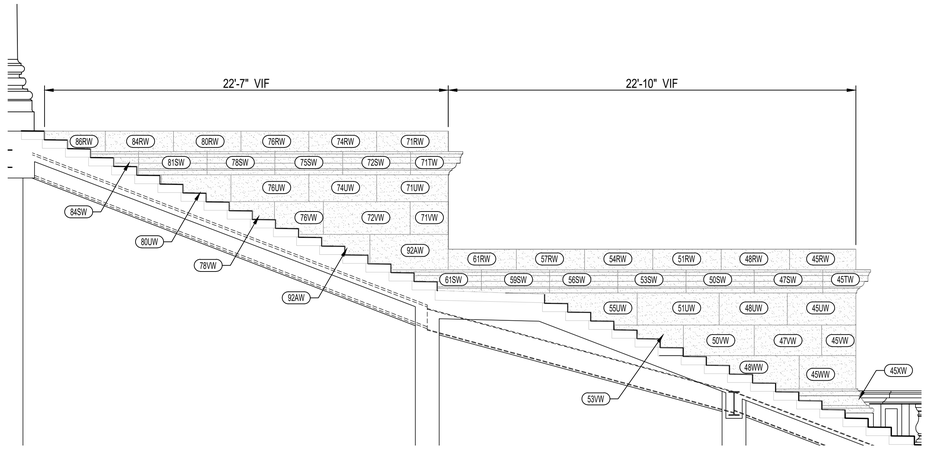
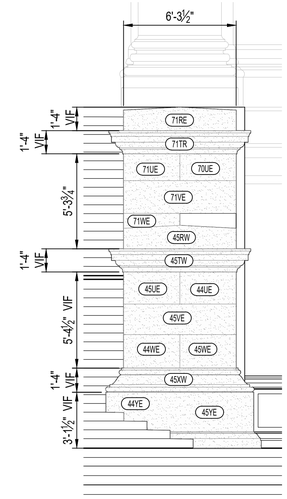
SHEET NAME
NORTH STAIR PARTIAL ELEVATIONS

SHEET NUMBER
D4.03



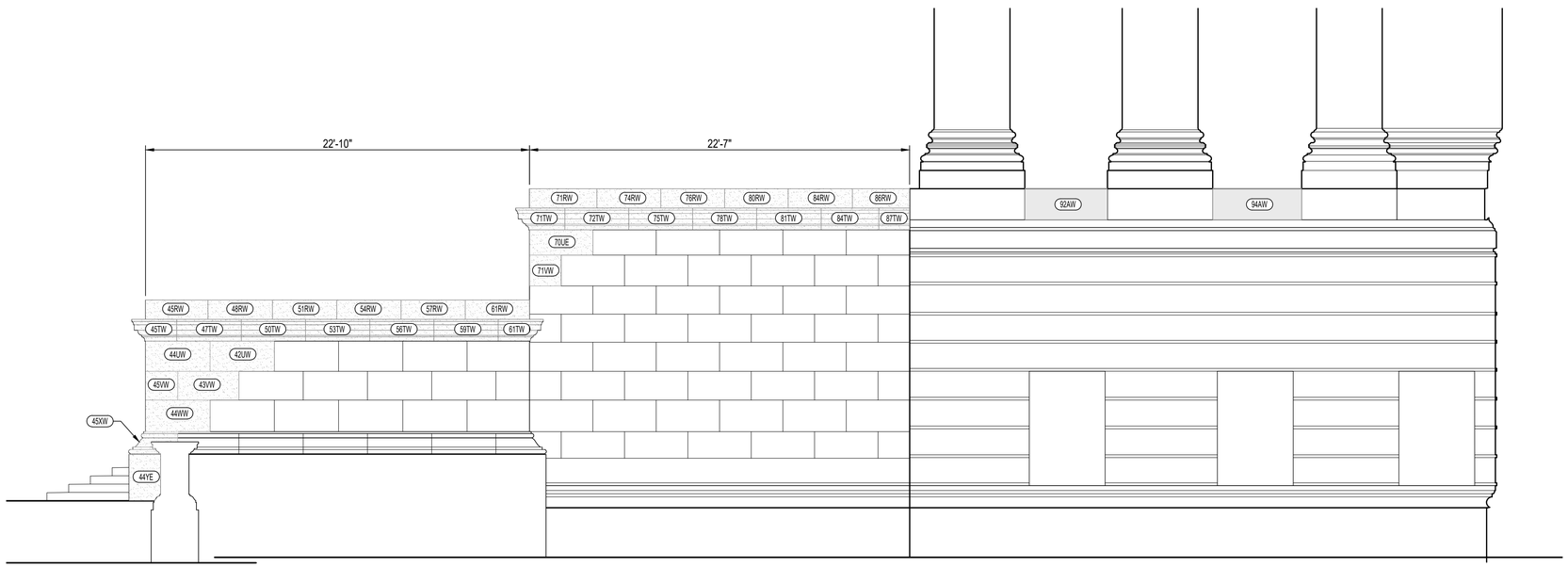
1 D4.04 WEST CHEEK WALL EAST ELEVATION

SCALE: ¼"=1'-0"



2 D4.04 WEST CHEEK WALL NORTH ELEVATION

SCALE: ¼"=1'-0"



3 D4.04 NORTH STAIR PARTIAL WEST ELEVATION

SCALE: ¼"=1'-0"

KEY LEGEND	
XX	UNIQUE STONE ID NUMBER
	CATALOG, SURVEY, REMOVE, AND SALVAGE LIMESTONE COPINGS, CORNICES AND PANELS. SEE DETAIL 1/D9.01
	REMOVE AND SALVAGE LIMESTONE PAVERS FROM TOP AND MIDDLE LANDINGS.

SHEET NOTES:

1. THIS SHEET SHOWS THE UNIQUE IDENTIFICATION NUMBER ASSIGNED TO EACH STONE PIECE INDICATED TO BE REMOVED AND SALVAGED.
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SHEET NAME
NORTH STAIR PARTIAL ELEVATIONS

SHEET NUMBER
D4.04

KEY LEGEND	
XX	UNIQUE STONE ID NUMBER
	EXISTING PANELS TO BE REMOVED AND SALVAGED
	CATALOG, SURVEY, REMOVE, AND SALVAGE GRANITE STAIR TREADS.

SHEET NOTES

1. THIS SHEET SHOWS THE UNIQUE IDENTIFICATION NUMBER ASSIGNED TO EACH STONE PIECE INDICATED TO BE REMOVED AND SALVAGED.
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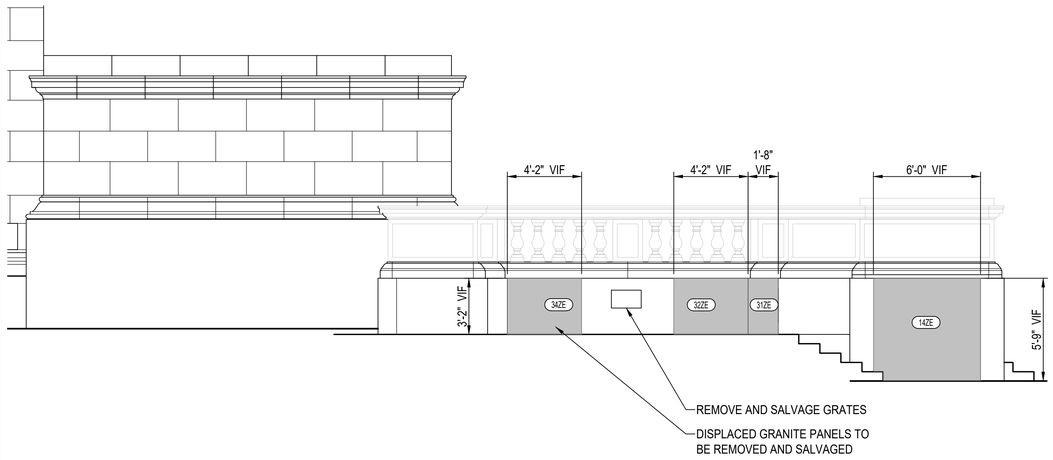
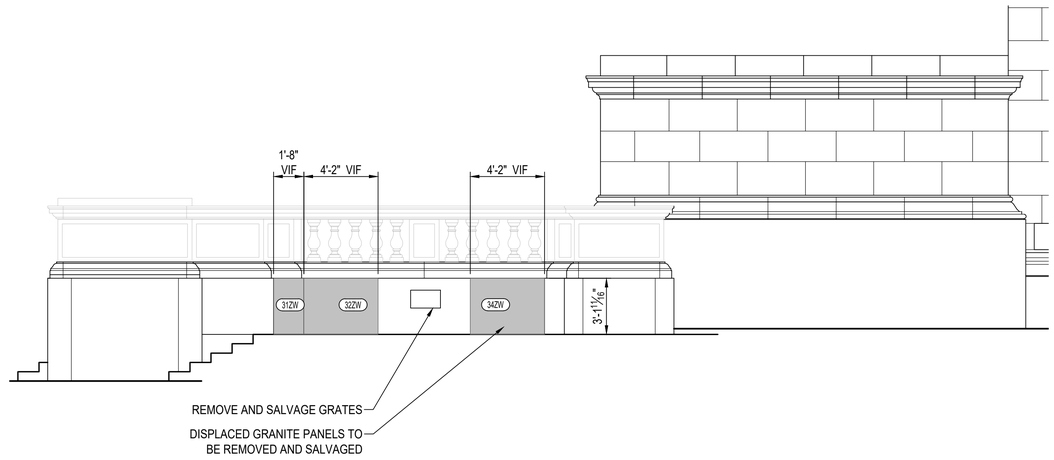


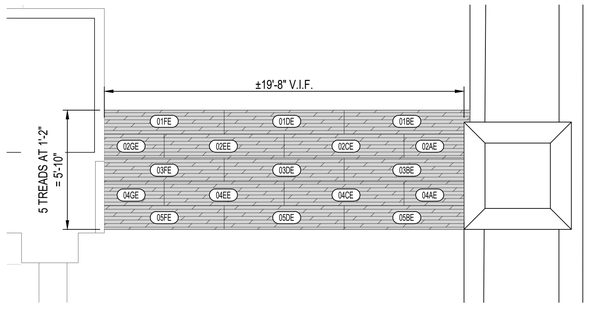
1 D4.05 PLATFORM PARTIAL EAST ELEVATION

SCALE: ¼"=1'-0"



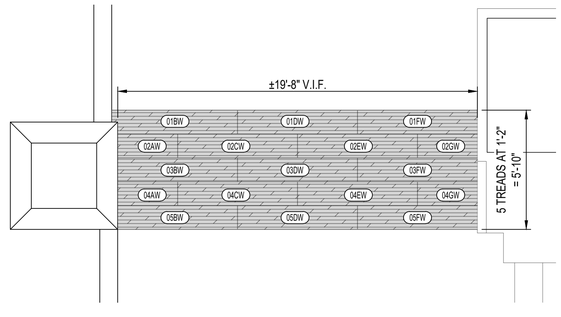
2 D4.05 PLATFORM PARTIAL WEST ELEVATION

SCALE: ¼"=1'-0"



3 D4.05 EAST SIDE STAIR PLAN
PARTIAL TREAD AND PAVER KEY

SCALE: ¼"=1'-0"



4 D4.05 WEST SIDE STAIR PLAN
PARTIAL TREAD AND PAVER KEY

SCALE: ¼"=1'-0"

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REG. A. CYPHERS REGISTERED 19214 STATE OF WEST VIRGINIA PROFESSIONAL ENGINEER 11/22/21

WEST VIRGINIA STATE CAPITOL BUILDING
CHARLESTON, WV
NORTH STAIR REPAIR

REVISIONS

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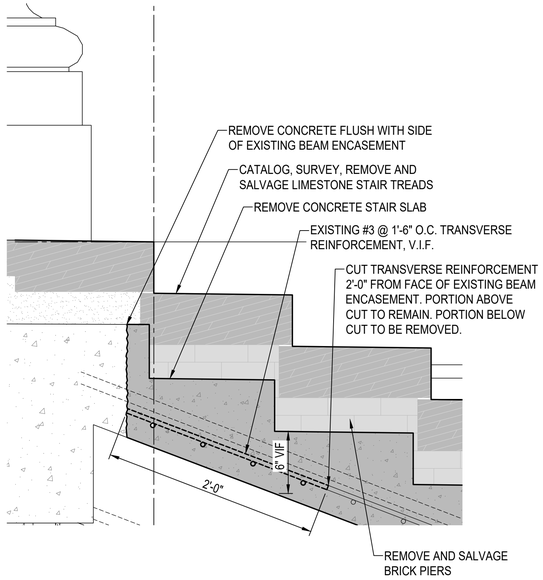
DRAFT	DT
CHECK	RAC

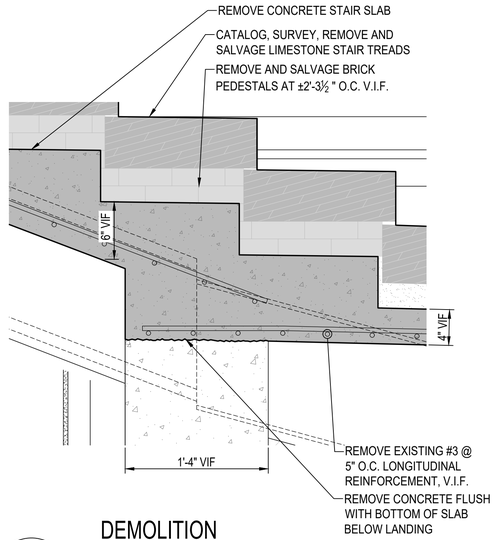
SHEET NAME
ENLARGED VIEWS AT SIDE STAIRS

SHEET NUMBER
D4.05



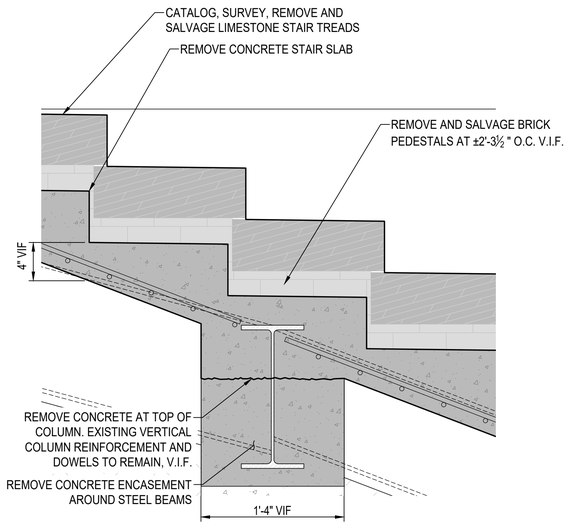
1 D5.01 DEMOLITION AT UPPER LANDING

SCALE: 1½"=1'-0"



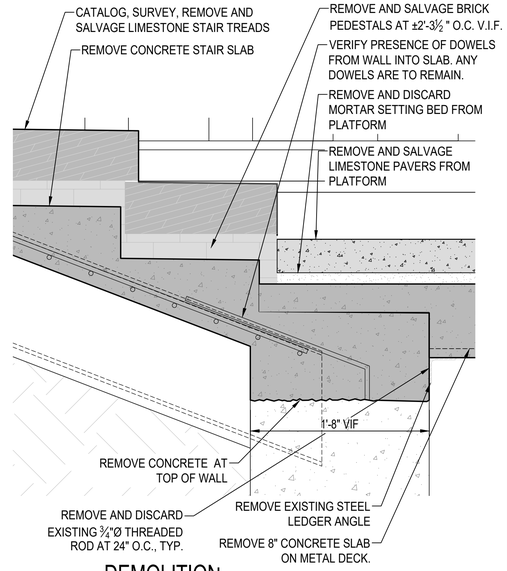
2 D5.01 DEMOLITION AT MIDDLE LANDING CONCRETE WALL

SCALE: 1½"=1'-0"



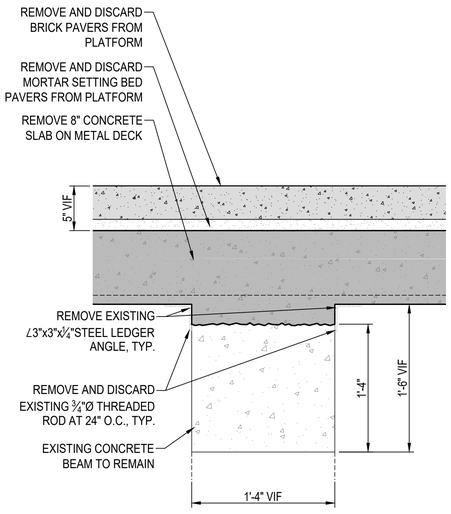
3 D5.01 DEMOLITION AT MIDDLE LANDING ENCASE STEEL BEAM

SCALE: 1½"=1'-0"



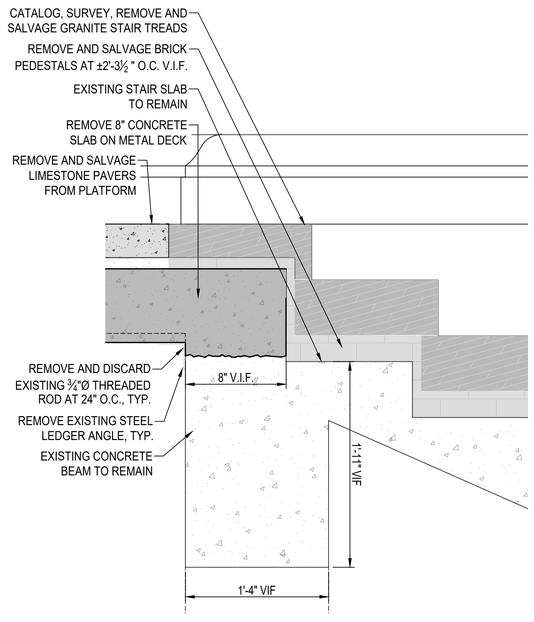
4 D5.01 DEMOLITION AT PLATFORM CONCRETE WALL

SCALE: 1½"=1'-0"



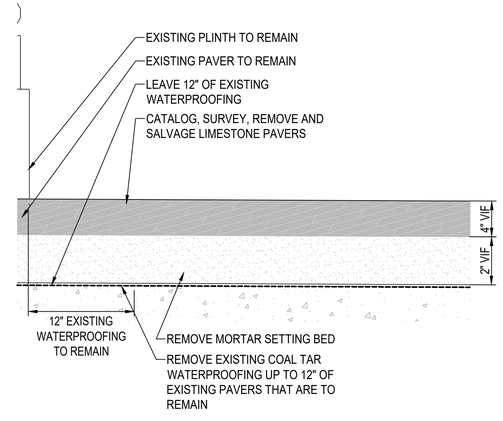
5 D5.01 DEMOLITION AT PLATFORM CONCRETE REINFORCED BEAM

SCALE: 1½"=1'-0"



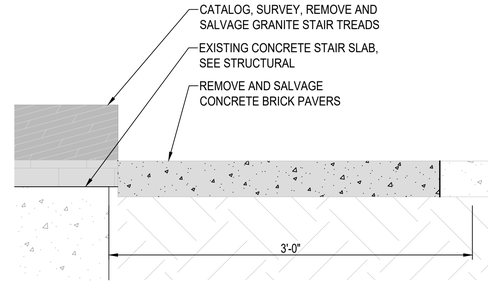
6 D5.01 DEMOLITION AT PLATFORM CONCRETE REINFORCED BEAM

SCALE: 1½"=1'-0"



7 D5.01 LIMESTONE PAVERS AT PORTICO

SCALE: 1½"=1'-0"



8 D5.01 CONCRETE PAVERS AT LOWER LANDING

SCALE: 1½"=1'-0"

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STATE OF WEST VIRGINIA
11/22/2021

WEST VIRGINIA STATE CAPITOL BUILDING
CHARLESTON, WV
NORTH STAIR REPAIR

REVISIONS

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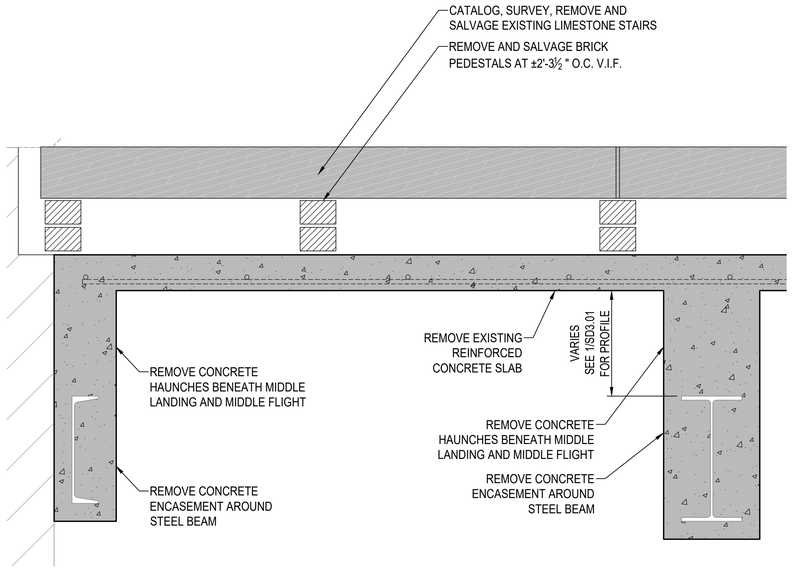
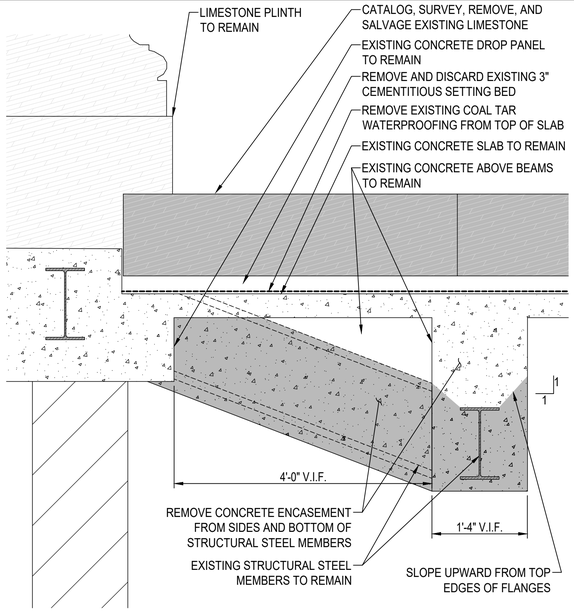
SHEET NAME
DEMOLITION DETAILS

SHEET NUMBER
D5.01



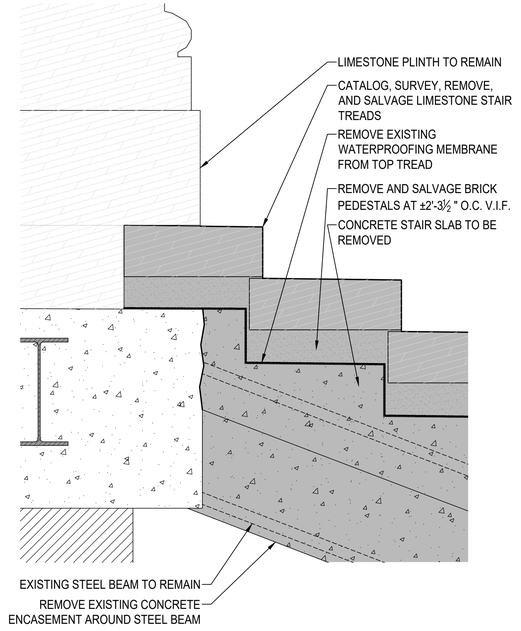
1 D5.02 DEMOLITION DETAIL

SCALE: 1½"=1'-0"



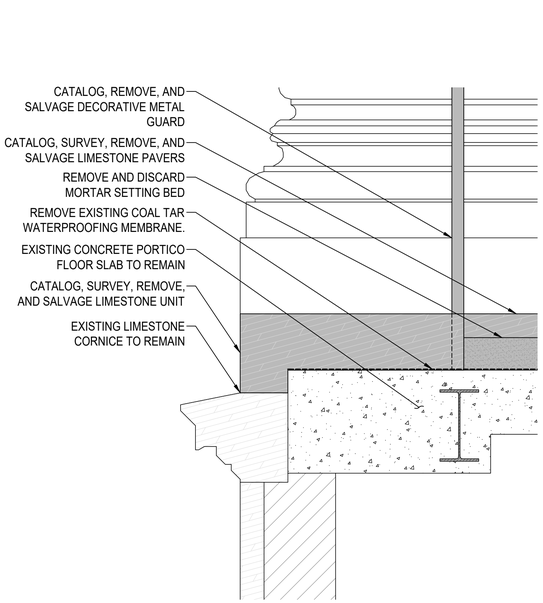
2 D5.02 DEMOLITION DETAIL

SCALE: 1"=1'-0"



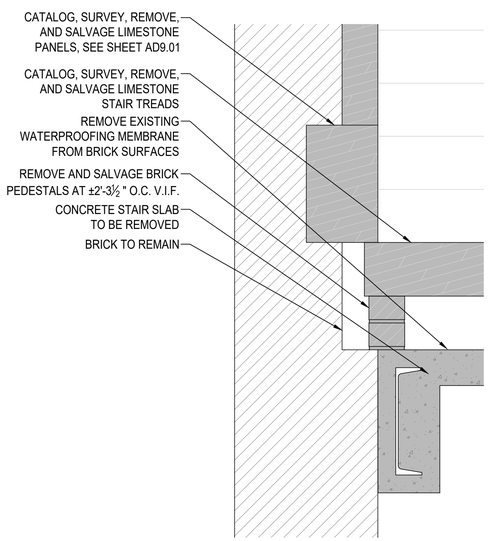
3 D5.02 DEMOLITION DETAIL

SCALE: 1½"=1'-0"



4 D5.02 DEMOLITION DETAIL

SCALE: 1"=1'-0"



5 D5.02 DEMOLITION DETAIL

SCALE: 1½"=1'-0"

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MONTANI SEMPER LIBERI

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WEST VIRGINIA STATE CAPITOL BUILDING
CHARLESTON, WV
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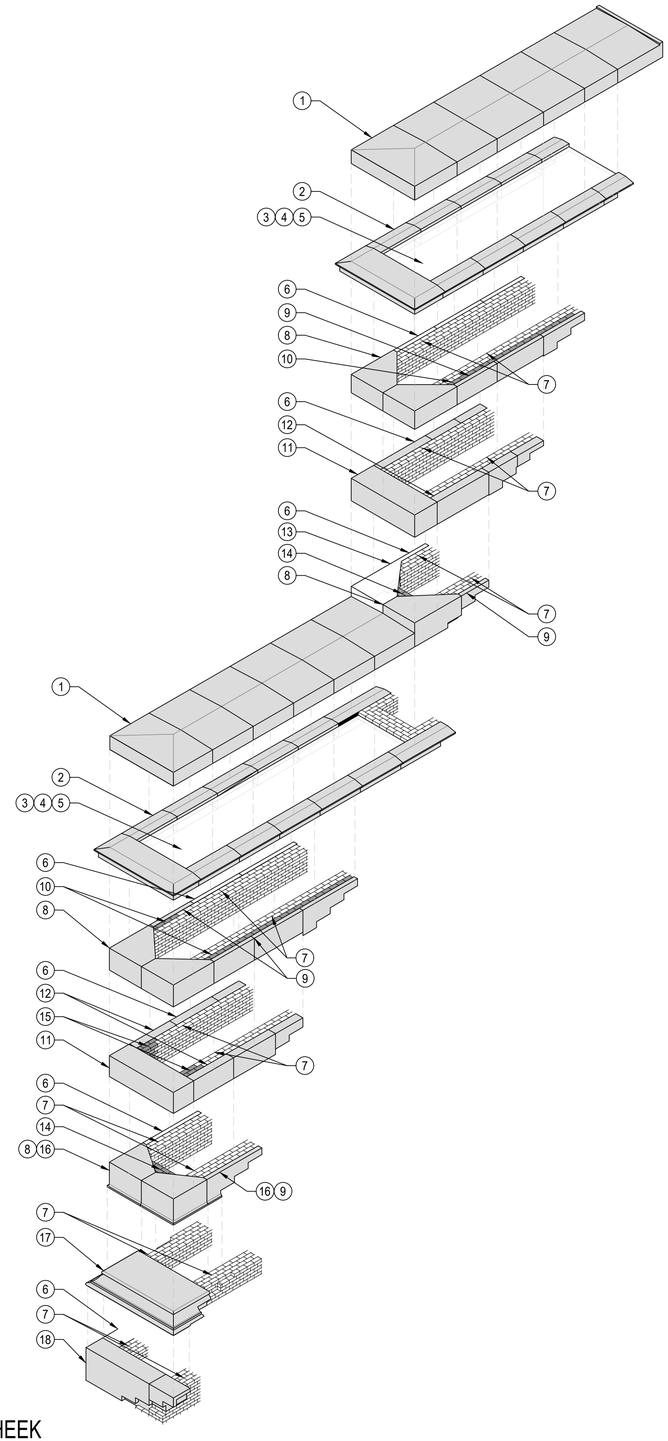
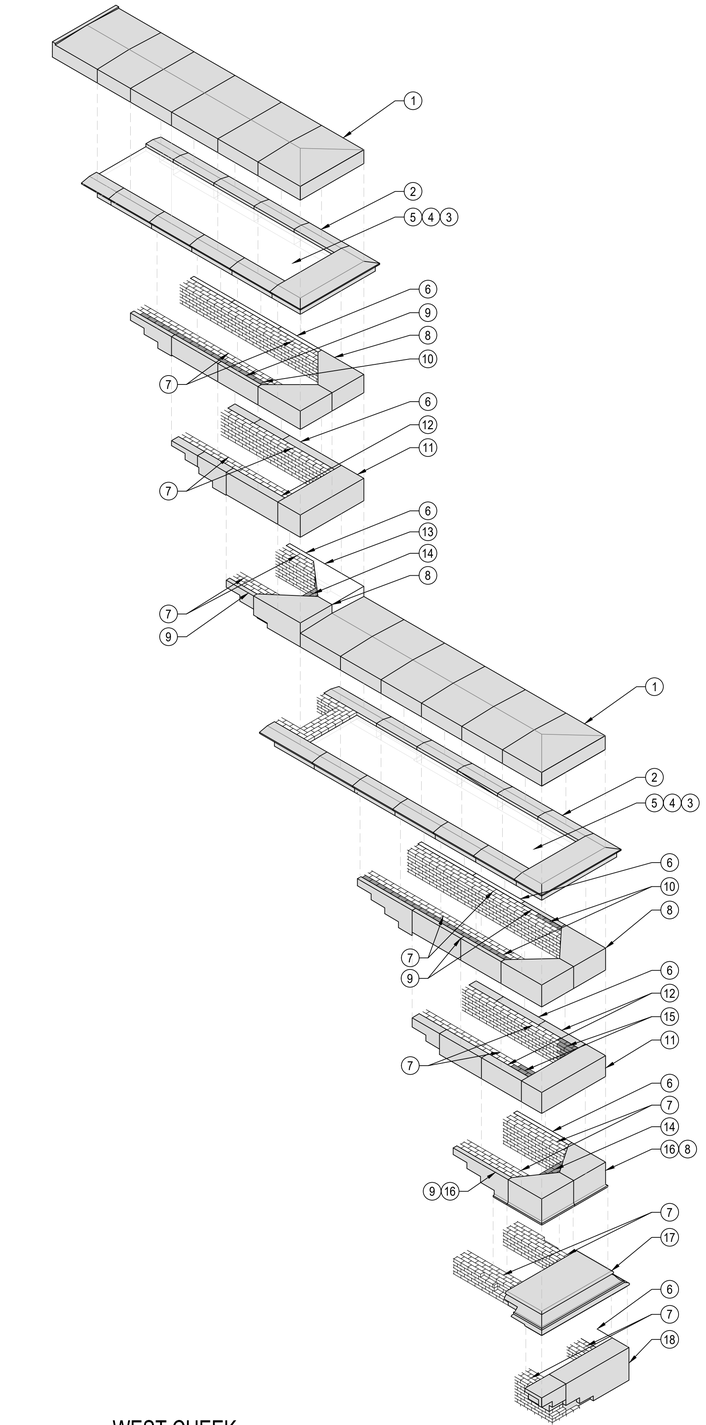
DEMOLITION DETAILS

SHEET NUMBER
D5.02



1 D9.01 EAST CHEEK WALL ISOMETRIC DEMOLITION DETAIL

SCALE: ISOMETRIC



2 D9.01 WEST CHEEK WALL ISOMETRIC DEMOLITION DETAIL

SCALE: ISOMETRIC

KEY LEGEND

	EXISTING LIMESTONE TO BE CATALOGED, REMOVED, AND SALVAGED
	EXISTING BRICK TO BE REMOVED AND SALVAGED

ANNOTATION LEGEND

1. CATALOG, REMOVE, AND SALVAGE EXISTING LIMESTONE CAP PIECES.
2. CATALOG, REMOVE, AND SALVAGE EXISTING LIMESTONE CORNICE PIECES.
3. REMOVE EXISTING 3-INCH CEMENTITIOUS SETTING BED (NOT SHOWN FOR CLARITY).
4. EXISTING 4-INCH CONCRETE SLAB TO REMAIN.
5. REMOVAL EXISTING COAL TAR WATERPROOFING FROM TOP OF CONCRETE SLAB.
6. EXISTING LIMESTONE WALL PANELS TO REMAIN.
7. EXISTING BRICK TO REMAIN.
8. CATALOG, REMOVE, AND SALVAGE EXISTING LIMESTONE CORNER BLOCKS.
9. CATALOG, REMOVE, AND SALVAGE EXISTING 4-INCH LIMESTONE PANELS.
10. REMOVE 1 WYTHE OF BRICK THAT IS SUPPORTED ON LIMESTONE PANEL BELOW.
11. CATALOG, REMOVE, AND SALVAGE EXISTING LIMESTONE END BLOCK.
12. CATALOG, REMOVE, AND SALVAGE EXISTING 8-INCH LIMESTONE PANELS.
13. EXISTING LIMESTONE CORNER BLOCK TO REMAIN.
14. REMOVE SECTION OF CORBELLED BRICK AT CORNER BETWEEN CORNER STONES. LIMITS OF DEMO TO BE TO THE BOTTOM OF THE STONE.
15. REMOVE BOTH WYTHES OF BRICK TO SUPPORTED ON CORNER LIMESTONE BLOCKS INDICATED TO BE REMOVED. REMOVE WHOLE UNITS SUCH THAT NEW UNITS CAN BE TOOTHED INTO THE EXISTING BOND PATTERN.
16. MAINTAIN ADEQUATE PRECAUTION TO AVOID DAMAGING PROJECTING CAVETTO AT BASE OF STONE.
17. CATALOG, REMOVE, AND SALVAGE EXISTING LIMESTONE MOLDING BLOCK.
18. CATALOG, REMOVE, AND SALVAGE EXISTING LIMESTONE BASE PANELS.

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SHEET NAME
CHEEK WALL ISOMETRIC DETAILS

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