

Amendment to Technical Specifications

This Amendment to Technical Specifications modifies the Original Technical Specifications. The Original Technical Specifications as modified by the Amendment to Technical Specifications are referred to as the "Technical Specifications" and "Specifications".

The "Original Technical Specifications" means Divisions 1, 3, 5, 6, 7, 9, and 13 and all sections thereof, including specifically the following sections of the Fluvanna County Fire-Burn Building Project Manual dated July 27, 2021:

1. Division 1 – General Requirements including Sections 012500, 012600, 012700, 012800, 012900, 013100, 013150, 013200, 013300, 014000, 014100, 015000, 017200, 017700, 017800, 017823, and 017900;
2. Division 3 – Concrete including Section 033000;
3. Division 5 – Metals including Sections 051200, 053100, 055000, and 055113;
4. Division 6 – Wood, Plastics, and Composites including Sections 061000 and 061600;
5. Division 7 – Thermal and Moisture Protection including Sections 073130, 074213, 076200, 077200 and 079200;
6. Division 9 – Finishes including Sections 092550, 099123, and 099600; and
7. Division 13 – Special Construction including Section 131440.

THE ORIGINAL TECHNICAL SPECIFICATIONS ARE HEREBY MODIFIED AND AMENDED AS FOLLOWS:

- a. **General Language Modifications:** Within these general language modifications the replacements and modifications shall occur regardless of differences in capitalization, singular or plural, or grammar so long as the language and meaning of the language to be replaced or modified is materially the same. For example only, and not as a limitation, the "Architect will" has materially the same meaning as the "Architect shall" or the "Architect must".
 - i The language "shall be directed in writing to the attention of the Architect" or "shall be reported in writing to Architect" shall be replaced in each occurrence with "shall be directed/reported in writing to the attention of the Architect and Owner". For example only, and not as a limitation, the replacement occurs in Section 033000(3.17)(E)(10).
 - ii The language "Architect's approval" and "Engineer's approval" shall be replaced in each occurrence with "Owner's approval made in consultation with the Architect and/or Engineer". For example only, and not as a limitation, the replacement occurs in Section 033000(3.16)(E) and (F).
 - iii The language "directed by [the] Architect" or "directed by [the] Engineer" shall be replaced in each occurrence with "directed by the Owner who shall consult with the Architect and/or Engineer". For example only, and not as a limitation, the replacement occurs in Section 014000 (1.7)(I)(1) and Section 015000 (3.3)(A)(3).
 - iv The language "as determined by [the] Architect" or "as determined by [the] Engineer" or "as solely determined by [the] Architect" or "as solely determined by [the] Engineer" shall be replaced in each occurrence with "as determined by [the] Owner in consultation with the Architect and/or Engineer". For example only, and not as a limitation, the replacement occurs in Section 033000(3.16)(C)(3) and Section 013200(1.4)(B).
 - v The language "approved by Architect in writing" shall be replaced in each occurrence with "approved by Owner in writing in consultation with the Architect". For example only, and not as a limitation, the replacement occurs in Section 073130(1.5)(E)(2).
 - vi The language "approved by [the] Architect", "approved by [the] Engineer(s)" and "approved by the Architect or Engineer" shall be replaced in each occurrence with "approved by Owner in

Amendment to Technical Specifications

- consultation with the Architect and/or Engineer". For example only, and not as a limitation, the replacement occurs in Section 099123(3.6)(A) and Section 99600(3.4)(C).
- vii The language "acceptable to [the] Engineer", "acceptance by the engineer", "accepted by [the] Architect", "acceptable to Landscape Architect", "acceptable solely by [the] Architect", and "acceptable to [the] Architect" shall be replaced in each occurrence with "acceptable to Owner in consultation with the Architect and/or Engineer". For example only, and not as a limitation, the replacement occurs in Section 017700 (1.3)(C) and (1.3)(C)(1).
 - viii The language "solely by [the] Engineer" and "solely by [the] Architect" shall be replaced in each occurrence with "solely by the Owner in consultation with the Architect and/or Engineer". For example only, and not as a limitation, the replacement occurs in Section 013300 (1.3)(D).
 - ix The language "selected by Architect" and "selected by the Architect" shall be replaced in each occurrence with "selected by Owner in consultation with Architect". For example only, and not as a limitation, the replacement occurs in Section 079200(2.1)(E).
 - x The language "Architect will select" shall be replaced in each occurrence with "Owner in consultation with Architect will select". For example only, and not as a limitation, the replacement occurs in Section 099123 (1.5)(C)(1).
 - xi The language "report to Architect" or "report to Engineer" shall be replaced in each occurrence with "report to Architect/Engineer and Owner". For example only, and not as a limitation, the replacement occurs in Section 033000 (3.17)(B)(1).
 - xii The language "school-district owned" shall be replaced in each occurrence with "County owned". For example only, and not as a limitation, the replacement occurs in Section 014100 (3.13)(A).
 - xiii The language "district policy" shall be replaced in each occurrence with "County policy or ordinance". For example only, and not as a limitation, the replacement occurs in Section 014100 (3.13)(A).
 - xiv The language "Architect will [only] consider" and "Engineer will [only] consider" shall be replaced in each occurrence with "Owner (In Consultation with the Architect and/or Engineer) will [only] consider". For example only, and not as a limitation, the replacement occurs in Section 012500 (1.4)(A).
 - xv The language "Architect will supply a color selection" shall be replaced in each occurrence with "Owner will supply a color selection after consultation with the Architect". For example only, and not as a limitation, the replacement occurs in Section 099123(1.2)(B).
 - xvi The language "to the Architect" or "to the Engineer" shall be replaced in each occurrence with "to the Architect/Engineer and Owner". For example only, and not as a limitation, the replacement occurs in Section 014000(1.7)(H)(2) and Section 017700(1.3)(B).
 - xvii The language "Architect reserves" or "Engineer reserves" shall be replaced in each occurrence with "Architect/Engineer and Owner reserve". For example only, and not as a limitation, the replacement occurs in Section 013300(1.8)(B).
 - xviii The language "to the satisfaction of the Architect", "to the satisfaction of the Engineer", and "to the satisfaction of the Architect and Engineer" shall all be replaced in each occurrence with "to the satisfaction of the Owner who may consult with the Architect and/or Engineer". For example only, and not as a limitation, the replacement occurs in Section 012700(1.4)(E).
 - xix The language "approval of the Architect", "approval of the Engineer" "Architect's approval" and "Engineer's approval" shall be replaced in each occurrence with "Owner and Architect/Engineer's approval". For example only, and not as a limitation, the replacement occurs in Section 014000(1.7)(I)(4).

Amendment to Technical Specifications

- xx The language "approved by Architect" and "approved by Engineer" shall be replaced in each occurrence with "approved by Owner and Architect/Engineer". For example only, and not as a limitation, the replacement occurs in Section 073130(1.5)(E)(1).
 - xxi The language "Architect [specifically] approves" and "Engineer [specifically] approves" shall be replaced in each occurrence with "Owner and Architect/Engineer [specifically] approves". For example only, and not as a limitation, the replacement occurs in Section 074213(1.7)(C)(3).
 - xxii The language "permission of [the] Architect" or "permission of [the] Engineer(s)" means "permission of the Owner and the Architect and/or Engineer". For example only, and not as a limitation, the replacement occurs in Section 012700 (1.4)(C).
 - xxiii The language "directed by [the] Architect" and "directed by [the] Engineer" shall be replaced with "directed by Owner and/or the Architect/Engineer". For example only, and not as a limitation, the replacement occurs in Section 014000(1.7)(I)(1).
 - xxiv The language "Owner or Architect" shall be replaced in each occurrence with "Owner and Architect". For example only, and not as a limitation, the replacement occurs in Section 015000 (2.1)(A) and (2.2)(A).
 - xxv The language "[as] requested by [the] Architect" and "as requested by [the] Engineer" shall be replaced in each occurrence with "as requested by the Owner who shall consult with the Architect and/or Engineer". For example only, and not as a limitation, the replacement occurs in Section 015000 (3.5)(A).
 - xxvi "Applicable Law(s)" and "governing regulations and standards" "means all applicable Federal, Commonwealth of Virginia or local laws, ordinances, statutes, rules, regulations, standards, or similar criteria of any kind".
 - xxvii References to "VUSBC" or the "Virginia Uniform Statewide Building Code" always mean to the most current adopted and effective edition thereof as amended and replaced. For example only, and not as a limitation, this applies in Section 051200(1.8)(A) and (B).
- b. In Section 012500 "Substitutions":
- i "Architect" in every occurrence in Section 012500 shall be replaced with "Owner (who shall consult with the Architect)".
 - ii 012500-1 (1.3)(C) — The following is added at the end of this subsection: "Approved Equals must comply with Applicable Laws, including specifically, but without limitation, Code of Virginia Section 2.2-4315."
 - iii 012500-3 (1.4) — In addition to the stated requirements Contractor's requests for substitution the Contractor must also certify the following: (i) extensive revisions to the Contract Documents are not required; (ii) the proposed changes are in keeping with the general intent of the Contract Documents; and (iii) the requested change offers a substantial advantage to the Owner such as cost saving, time savings, or energy conservation.
 - iv 012500-3 (1.4)(C)- "the consent of the Owner" is replaced with "the advance written consent of Owner".
- c. In Section 012600 "Modification Procedures":
- i 012600-1 (1.3)(A) — "Architect" shall be replaced with "Architect subject to prior Owner consent in writing".
 - ii 012600-2 (1.5)(A) — is replaced with the following: "Construction Change Directive: When the Owner and the Contractor disagree on the terms of a Proposal Request, the Architect will advise the Owner related to the disagreement at the request of the Owner. The Owner may decide to

Amendment to Technical Specifications

issue a Construction Change Directive. The Construction Change Directive instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order." Portion (1.5)(A)(1) remains unchanged as a subsection hereof.

- d. In Section 012800 "Field Engineering":
 - i 012800-2 (3.2)(B)(1) – "advise the Architect" is replaced with "advise the Architect and Owner".
- e. In Section 012900 "Applications for Payment":
 - i 012900-2 (1.3)(A)(2) — The Schedule of Values must also be submitted to the Owner at the same time as to Architect.
 - ii 012900-4 (1.4)(E) and (E)(I) — "Architect" shall be replaced in each occurrence with "Architect and Owner".
 - iii The following applies to Section 012900 generally: All Applications for Payment are subject to review and approval by Owner. Owner shall notify Contractor of any questions, concerns, issues or conflicts related to the Application for Payment and the Contractor shall respond to the same in a timely manner.
- f. In Section 013150 "Project Meetings":
 - i 013150-2 (1.4)(B) — "Advise the Architect" is replaced with "Advise the Owner and Architect".
- g. In Section 013200 "Construction Progress Documentation":
 - i 013200-3 (1.5)(A) — "Architect for review" is replaced with "Owner and Architect for review".
- h. In Section 013300 "Submittals":
 - i 013300-2 (1.3)(D)– "Final approval of a product submitted as an 'equal' shall be solely by the Architect." is replaced with "Final approval of a product submitted as an 'equal' shall be solely by the Owner who may consult with the Architect."
 - ii 013300-2 (1.4)(A) — The sentence "The Owner will pay the fees associated to acquire the use of a license for the project" is deleted.
 - iii 013300 (1.4) and (1.5) - "Architect" is replaced with "Architect and Owner" in each occurrence.
 - iv 013300-4 (1.7)(A)(1) — "Architect's sample" is replaced with "Architect's sample approved by the Owner".
 - v 013300-6 (1.7)(A)(4) — Deleted and replaced in its entirety with the following: "Upon review and approval by the Owner and Architect, the Architect will review return preliminary Submittals with the Architect's notation, indicating selection and other action.
 - vi 013300-6 (1.8)(B) — "The Architect reserves the right to require this certification to be notarized[notarized]." is replaced with "Either the Owner or the Architect may require this certification to be notarized."
 - vii 013300-7 (1.9) —the following subsection "D" shall be added: "D. All review and actions of the Architect related to Submittal shall not be final and binding on the Owner unless and until approved in writing by the Owner."
- i. In Section 014000 "Quality Requirements":
 - i 014000-5 (1.8)(C) — Items (1) through (5) in subsection 014000 (C) shall be done only after the Owner's testing agency has submitted any relevant notice, report, deviations, or other information to the Owner first, allowed the Owner to review the same, and thereafter has received the Owner's written permission to proceed as indicated in Item (1) through (5).
 - ii 014000-6 (1.8)(F)(1) — Owner must also be notified.
- j. In Section 014100 — "Safety"

Amendment to Technical Specifications

- i 014100-1 (1.2)(C)(6) — Is deleted and replaced with the following "Separation of Owner officer and employees and Owner's visitors from workers will be required to the greatest extent possible."
 - ii 014100-3 (3.5) — Subsection "B" is hereby added as follows "Contractor must comply with all Applicable Laws and health directives including those related to the COVID-19 pandemic issued by the Federal, State, or local authorities, including without limitation, the Virginia Department of Health and the Centers for Disease Control."
 - iii 014100-4 (3.13) — is deleted in its entirety and replaced with the following "Smoking or use of any tobacco products and vapor pens is not allowed and shall be cause for removal from the Project."
- k. In Section 017200 "Project Record Documents":
- i 017200-1 (1.2)(D) — "Architect's inspections" is replaced with "Architect or Owner's inspections".
 - ii 017200-1 (1.3)(A) — "Architect's reference" is replaced with "Architect or Owner's reference".
 - iii 017200-3 (1.4)(A) — "Architect's instructions" is replaced with "Owner's instructions".
- l. In Section 017700 "Contract Closeout":
- i 017700-3 (1.4)(C) and (1.4)(D) — "Architect" shall be replaced in each occurrence with "Architect and Owner".
 - ii 017700-3 (1.4)(D) — "Architect's inspection" shall be replaced with "Owner and Architect's inspection".
 - iii 017700-4 (1.5)(B) — "Architect" shall be replaced in each occurrence with "Architect and Owner".
- m. In Section 017823 "Operation and Maintenance Data":
- i 017823-2 (1.4) — subsection (A)(4) is added as follows: "4. Each approved manual will thereafter be inspected by Owner. Owner shall submit any comments or modifications to the Contractor and Architect within fifteen (15) days, and the Contractor must comply with the Owner's comments and modifications within five (5) days and submit a final revised copy to Owner and Architect."
- n. In Section 0179000 "Warranties":
- i 017900-2 (1.5)(A) and (1.5)(A)(1) — "Architect" shall be replaced in each occurrence with "Architect and Owner".
- o. In Section 073130 "Asphalt Shingles":
- i 073130-3 (1.8)(B) — is deleted and intentionally omitted.
 - ii 073130-9 (3.5)(D)(2) — is deleted and replaced with the following: "When work has been damaged by any of the foregoing causes, Owner may choose a licensed roofing contractor to repair such damage and thereafter the Warranty shall continue."
 - iii 073130-9 (3.5)(D)(3) — is deleted and replaced with the following: "Roofing Installer is responsible for damage to work covered by this Warranty and is liable for consequential damages to the building and building contents resulting from leaks or faults or defects of work."
 - iv 073130-9 (3.5)(D)(4) — is deleted in its entirety.
- p. In Section 099123 "Painting":
- i 099123-2 (1.4)(B) and 099123-5 (2.2)(C) — "Architect's" is replaced with "Owner's".
 - ii 099123-4 (1.5)(D)(1) — "Architect" is replaced with "Architect and Owner".
 - iii 099123-11 (3.4)(B)(5) "with 3 days" shall be replaced with "within 3 days"

Amendment to Technical Specifications

- iv 099123-11 (3.4)(B)(7) — "The Architect, Construction Manager or Owners Representative" at the beginning of the subsection is replaced with the following: "The Owner in consultation with the Architect and Project Manager".
- q. In Section 131440 "Fire Training Simulator Equipment":
 - i 131440-2 (E) – Subsection 4 is added thereto as follows: "4. Applicable Occupational Safety and Health Standards (OSHA) including without limitation applicable sections of Title 29 Labor, Chapter XVII Occupational Safety and Health Administration, Department of Labor, Part 1910 Occupational Safety and Health Standards, Subpart D Walking-Working Surfaces, and all subsections thereof."