Invitation to Bid (ITB) FM42113

D4 HQ Administration Building ADA Upgrades

IDAHO TRANSPORTATION DEPARTMENT

District 4
216 South Date Street
Shoshone, ID 83352

Date of Issuance: October 26, 2020
## Administrative Information

| ITB Title: | D4 HQ Administration Building ADA Upgrades |
| ITB Project Description: | ADA Upgrades to HQ Admin Building |
| ITB Lead: | Maria Horn, Facilities Management Contracting Officer, Idaho Transportation Department, 3311 W State St, Boise, Idaho 83703. E-mail: maria.horn@itd.idaho.gov, Phone: (208) 334-8606 |

**Submit sealed bid:**

**BIDS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY ITD PRIOR TO THE CLOSING DATE AND TIME.**

| Address for Couriers/Physical Address | 3311 W. State St, Boise, Idaho 83703 |
| Mailing Address | PO Box 7129, Boise, Idaho 83707 |

**Pre-Bid Conference:**

- **Pre-Bid Conference Location:**
  - Idaho Transportation Department, 216 South Date Street, Shoshone, Idaho 83352
  - 10:30 a.m. (MT) on November 12, 2020

**Deadline To Receive Questions:**

- 4:00 p.m. (MT) on November 19, 2020

**ITB Closing Date:**

- 2:29:59 p.m. (MT) on November 30, 2020

**ITB Opening Date:**

- 2:40 p.m. (MT) on November 30, 2020

**Initial Term of Contract and Renewals (service completion):**

- The service performed under the contract will begin upon ITD’s written Notice to Proceed must be completed within **80 days.**
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FM42113
D4 HQ Administration Building ADA Upgrades
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LEGAL ADVERTISEMENT

In accordance with Idaho Code 67-5711, The Idaho Transportation Department will accept sealed bids for Project #FM42113 – D4 HQ Administration Building ADA Upgrades. Bids packets will be accepted at the Idaho Transportation Department at 3311 W State St, Boise, Idaho, 83703, until 2:29:59 p.m. (MST) on November 30, 2020 according to the Bid Package Schedule deadline. The Invitation to Bid package can be found at the following address: http://itd.idaho.gov “Other Solicitations” tab. A public bid opening will be held at the Idaho Transportation Department following the closing time for receipt of bids. Bidders and other properly interested parties are invited to be present at bid opening.

A pre-bid site tour will be held on November 12, 10:30 a.m. (MST) 216 South Date Street, Shoshone ID. Attendance by bidders is STRONGLY RECOMMENDED. Failure to account for all subjects observed and discussed at the Pre-Bid Meeting will not be a cause for a change order.

Each bid must be accompanied by a bid bond with a surety company licensed to do business in Idaho or a certified or cashier’s check drawn on an Idaho bank in an amount not less than 5% of the total bid made payable to Idaho Transportation Department. The bidder, in the event of failure to sign the contract or furnish the necessary 100% performance bond and the necessary 100% payment bond, will forfeit this surety.

Bidders shall be properly registered in the State of Idaho, in accordance with the Department of Self Governing Agencies as a “Contractor” licensed in the State of Idaho, in accordance with provisions of an act known as “Public Works Contractor’s State License Law, Title 54, Chapter 19, Idaho Code Amended”. Bidders shall be registered with the Idaho Secretary of State’s office to do business in the State of Idaho.

Before any contract is awarded for the work contemplated herein, Idaho Transportation Department shall conduct such investigation, as it deems necessary to determine the performance record and ability of the apparent low bidder to perform the type and size of project specified under this contract. Upon request, the bidder shall submit such information as deemed necessary for such evaluation.
INSTRUCTIONS TO BIDDERS

GENERAL PROVISIONS

DEFINITIONS: Capitalized terms used in these Instructions to Bidders ("Instructions") shall have the meaning given to them in the Idaho Transportation Department’ Fixed Price Construction Contract between Owner and Contractor.

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

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

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

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

FORM OF AGREEMENT: Unless otherwise specified in the bid documents, the agreement between the successful bidder and the Owner ("State of Idaho") shall be the Idaho Transportation Department’ Fixed Price Construction Contract between Owner and Contractor.

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

BID SUBMISSION PROCESS

BID DOCUMENTS: The bid documents are available from the Design Professional or as provided in the Invitation to Bid or advertisement for bids. The responsibility is on the bidder to use a complete set of bid documents to prepare its bid and neither the Owner nor the Design Professional shall incur any liability for the bidder’s failure to do so. Bidders obtain no ownership interest or any use rights, except to use in preparation of their bid, by issuance of the bid documents.
Bidders and Sub-bidders shall field verify all dimensions pertaining to the Work and shall be responsible for the determination of all quantities of materials required for the completion of the Work. The bidder shall not rely on the scale drawings of the Bidding Documents in his determination of required materials quantities. No allowance shall be made for Bidder’s failure to field-verify dimensions.

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

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

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

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

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

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

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

ALTERNATES: If the solicitation includes alternate bid items or unit prices, failure to bid on the alternates or unit prices may disqualify the bid. If bidding on an alternate does not change the base bid, indicate by “No Change.” If bidding on all items is not required by the Contract Documents, bidders must affirmatively indicate that they are not bidding on those items.
TIME FOR SUBMISSION: Bids must be submitted on or before the time specified in the advertisement for bids. Any bid submitted late will be rejected.

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

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

Idaho Transportation Department
Maria Horn/BSM
3311 W State St
Boise, Idaho, 83703

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

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

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

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

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

BIDDER’S ACKNOWLEDGEMENT STATEMENT: The attached Bidder’s Acknowledgement Statement must be completed and included or the bid may be found non-responsive.
PUBLIC WORKS CONTRACTOR’S LICENSE: This Project is not financed in whole or in part by federal funds. Bids will be accepted from those Contractors only (prime contractors, subcontractors and/or specialty contractors) who, prior to the bid opening, hold current licenses as public works contractors in the State of Idaho.

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

NAMING OF SUBCONTRACTORS: Section 67-2310, Idaho Code, requires general (prime) Contractors to include in their bid the name of the subcontractors who shall, in the event the Contractor secures the Contract, subcontract the plumbing, HVAC, and electrical work under the general (prime) Contract. Failure to name subcontractors as required by this section shall render any bid submitted by a general (prime) Contractor nonresponsive and void. Subcontractors named in accordance with the provisions of this section must possess an appropriate license or certificate of competency issued by the State of Idaho covering the Contractor work classification in which the subcontractor is named.

The Idaho Transportation Department interprets Section 67-2310, Idaho Code, to mean three (3) separate areas of work: plumbing work, HVAC, and electrical work. The Idaho Transportation Department also requires that the general (prime) Contractor name the entity that will perform the Work, including if the entity is a subcontractor, a sub-subcontractor or the general (prime) Contractor submitting the bid. Failure to complete the Bid Proposal in full shall render a bid nonresponsive and void.

With regard to possessing an appropriate license or certificate of competency, all subcontractors listed by the general (prime) Contractor must have at the time of the bid opening a current license in the appropriate category (class, type and specialty category) as issued by the Public Works Contractors State License Board. In addition, plumbing, HVAC and electrical subcontractors shall have at the time of the bid opening a valid plumbing contractor’s license, HVAC contractor’s license or electrical contractor’s license, respectively, as issued by the Idaho Division of Building Safety.

In determining if the above listed subcontractors are required on the Project, the Idaho Transportation Department will refer to the plans and specifications. If doubt exists prior to bid closing, potential bidders should contact the Idaho Transportation Department and the Design Professional who prepared the plans and specifications will be requested to make the determination. If plumbing, HVAC or electrical work are not shown on the plans and specifications, but are discovered by the bidder prior to the date of bid opening, then the bidder must request clarification from the Design Professional. Absent such clarification, Work will be considered incidental and naming of a subcontractor will not be required.

BID SECURITY

AMOUNT AND FORM OF SECURITY: To be considered, bids must be accompanied by an acceptable bid security in an amount not less than five percent (5%) of the total amount of the bid, including additive alternates. The security may be in the form of a bond or a certified or cashier’s check. A standard surety bid bond form meeting all the conditions of AIA Document A310 is acceptable and, if used, must include a certified and current copy of the power of attorney if the bond is executed by the attorney-in-fact on behalf of the surety.
FORFEITURE: A successful bidder who fails to sign the Contract for the Work or furnish the required bonds within ten (10) calendar days following the receipt of notice of intent to award a Contract is subject to forfeiture in accordance with Section 54-1904E, Idaho Code.

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

BID WITHDRAWAL

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

BID MODIFICATION

PRIOR TO BID CLOSING: If a bid has been submitted, it may be modified by the submission of a written document contained in a separate sealed envelope marked “Bid Modification from [Name of Bidder] for ITD Project No: FM42113 – D4 HQ Administration Building ADA Upgrades.” THE DOCUMENT MODIFYING THE BID MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE SUBMITTING BIDDER. THE IDAHO TRANSPORTATION DEPARTMENT RESERVES THE RIGHT TO REQUIRE PRESENTATION OF EVIDENCE SATISFACTORY TO IT TO ESTABLISH THE AUTHORITY TO ACT ON BEHALF OF THE SUBMITTING BIDDER. NO OTHER FORM OF MODIFICATION (INCLUDING TELEPHONE, FACSIMILE OR ELECTRONIC MAIL) WILL BE ACCEPTED. AFTER BID CLOSING, NO BID MAY BE MODIFIED EXCEPT IN STRICT ACCORDANCE WITH THESE INSTRUCTIONS OR APPLICABLE LAW.

RELIEF FROM BIDS

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

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

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

1. The person signing the bid is authorized to bind the bidder;
2. It has all required licenses, permits or other authorizations necessary to submit its bid;
3. It has taken steps necessary to ascertain the nature and location of the Work and has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to: (i) conditions bearing upon transportation, disposal, handling and storage of materials; (ii) the availability of labor, water, natural gas, electric power and roads; (iii) uncertainties of weather, river stages or similar physical conditions at the site; (iv) the conformation and conditions of the ground; and (v) the character of equipment and facilities needed preliminary to and during the Work;
4. It has satisfied itself as to character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Owner as well as from the drawings and specifications provided as part of the bid package, and that any failure of the bidder to take such actions will not relieve the bidder from responsibility for estimating properly the difficulty and cost of successfully performing the Work;
5. It has received, read and reviewed the Contract, has submitted any questions in writing regarding the same and has received an answer to such questions;
6. Its bid is based upon the requirements of the Contract without exception;
7. It is in compliance with Title 72, Chapter 17, Idaho Code, regarding a drug-free workplace and has included the required affidavit regarding the same;
8. Its bid is in compliance with employment of persons authorized to work in the United States;
9. It will retain bid security and hold and honor all base bid prices for forty-five (45) calendar days from the date of bid opening, and cannot be withdrawn after the bid opening;
10. Its bid prices shown for each item on the bid proposal form include all labor, material, equipment, overhead and compensation to complete all of the Work for that item; and
11. It has included in its bid amount Idaho sales and/or use taxes on all materials and equipment and all other taxes imposed by law.

BID AWARD

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

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

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

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

PRIOR ACCEPTANCE OF DEFECTIVE BIDS OR PROPOSALS: The Owner generally will not completely review or analyze bids that appear to fail to comply with the requirements of the bid documents, nor will the Owner generally investigate the references or qualifications of those who submit such bids. Therefore, any acknowledgment that the selection is complete shall not operate as a representation by the Owner that an unsuccessful bid was responsive, complete, sufficient or lawful in any respect.

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

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

END OF INSTRUCTION
TO: STATE OF IDAHO
IDAHO TRANSPORTATION DEPARTMENT

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for the construction of FM42113 – D4 HQ Administration Building ADA Upgrades, having examined the bidding and Contract Documents and the site of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to provide the service and insurance in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents.

Bidder hereby agrees to commence Work under this Contract on a date to be specified in the written "Notice to Proceed" of the Owner and to substantially complete the Project within 90 consecutive calendar days thereafter, as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of $500.00 for each consecutive calendar day after the established substantial completion date or adjusted date as established by change order.

Bidder acknowledges receipt of Addenda No. ______________________. (List all Addenda)

BASE PROPOSAL: Bidder agrees to perform all of the base proposal Work described in the specifications and shown on the plans for the sum of:

____________________________________________________________________ Dollars ($____________________)

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

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

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

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

The bid security in the amount of five percent (5%) of the bid amount is to become the property of the Owner, in the event the Contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.
The names and addresses of the entities who will perform the Work identified below, subject to approval of Owner and Architect, if Undersigned is awarded the Contract, are as follows:

Plumbing (PWCL Category 15400)
(Name) _____________________________________________________________
(Address) __________________________________________________________
Idaho Public Works Contractors License No. ____________________________
Idaho Plumbing Contractors License No. ________________________________

Heating, Ventilating & Air Conditioning (PWCL Category 15700-HVAC)
(Name) _____________________________________________________________
(Address) __________________________________________________________
Idaho Public Works Contractors License No. ____________________________
Idaho HVAC Contractors License No. __________________________________

Electrical (PWCL Category 16000)
(Name) _____________________________________________________________
(Address) __________________________________________________________
Idaho Public Works Contractors License No. ____________________________
Idaho Electrical Contractors License No. _______________________________

FAILURE TO NAME A PROPERLY LICENSED SUBCONTRACTOR IN EACH OF THE ABOVE CATEGORIES WILL RENDER THE BID UNRESPONSIVE AND VOID.

Should the listing of subcontractors change due to selection of alternates or other similar circumstances, attach explanation.

Bidder warrants that bid has been prepared and that any contract resulting from acceptance of this bid is subject to the Fixed Price Construction Contract.
The undersigned notifies that it is of this date duly licensed as an Idaho Public Works Contractor and further that it possesses Idaho Public Works Contractor's License No. __________________________, or that it and its subcontractors shall have secured a Public Works Contractor's License at or prior to award and execution of the Contract for construction and is domiciled in the State of _______________________.

Dated this ________ day of_____________,_______.
(date) (month) (year)

Respectfully submitted by:

________________________________________
(Contractor's Name- Typed)

SEAL
(Seal - if bid is by a corporation)

________________________________________
(Street or PO Address)

________________________________________
(City, State and zip code)

________________________________________
(Authorized Signature)

________________________________________
(Title)

________________________________________
(Telephone Number)

________________________________________
(FAX Number)

________________________________________
(Email Address)

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

**Execute and Submit with Bid**
CONTRACTOR’S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF ______________________

COUNTY OF ____________________

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

__________________________________________
Name of Contractor

__________________________________________
Address

__________________________________________
City and State

By: ______________________________
(Signature)

Subscribed and sworn to before me this ________________ day of ________________, _____.

NOTARY PUBLIC
Residing at: _______________________________
Commission expires: ______________________

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

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

Project number. FM42113 – D4 HQ Administration Building ADA Upgrades

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

- Contractor agrees to comply with conditions pertaining to Sections 44-1001 and 44-1002, Idaho Code, requiring the employment of ninety-five percent (95%) bona fide Idaho residents and providing for a preference in the employment of bona fide Idaho residents and regarding the employment of persons not authorized to work in the United States.

- Contractor will substantially complete the Work within the time stated in the Contract Documents, or as modified by Change Order(s).

- If the Contractor fails to substantially complete the Project within the time stated in the Contract Documents, or as modified by Change Order, the Contractor agrees that the Owner may deduct from the Contract amount liquidated damages in the amount per calendar day, indicated in the Contract Documents, times the number of calendar days until the Project is Substantially Complete, as defined in the Contract Documents and as determined by the Design Professional.

- The Contractor agrees that the amount allowed for overhead and profit on any Change Order is limited to the amounts indicated in subparagraph 16.3.11 of the Fixed Price Construction Contract between Owner and Contractor.

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

  2. The Contractor will determine the amount of overhead and profit to be apportioned between the Contractor and its subcontractor of allowable amounts of overhead, profit, bonds and insurance.

- The Contractor agrees that Change Orders are governed by the Fixed Price Construction Contract between Owner and Contractor General Conditions of the Contract for Construction including as follows:

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

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

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

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

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

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

Authorized Signature: _________________________________

Title: _______________________________________________

Date: _______________________________________________

END OF BIDDER’S ACKNOWLEDGMENT STATEMENT
IDAHO TRANSPORTATION DEPARTMENT
FIXED PRICE CONSTRUCTION CONTRACT
BETWEEN OWNER AND CONTRACTOR

ITD PROJECT NO. FM42113
D4 HQ Administration Building ADA Upgrades
Idaho Transportation Department
216 South Date Street
Shoshone, ID 83352
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EXHIBITS

A  PROJECT IDENTIFICATION, ADDENDA, CONTRACT AMOUNT, CONTRACT TIME, ACCEPTED ALTERNATES, LIQUIDATED DAMAGES AND SPECIAL CONDITIONS (IF ANY)

B  ADDRESSES AND REPRESENTATIVES (INCLUDING LIMITATIONS)

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D  CONTRACTOR’S AFFIDAVIT CONCERNING TAXES

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L  PROJECT FINALIZATION AND START-UP
FIXED PRICE CONSTRUCTION CONTRACT
BETWEEN OWNER AND CONTRACTOR

THIS FIXED PRICE CONSTRUCTION CONTRACT BETWEEN OWNER AND CONTRACTOR (the “Contract”) is by and between the State of Idaho, Idaho Transportation Department (“ITD” or the “Owner”) and (insert name of contractor) (the “Contractor”) and is for the construction of the project (the “Project”) identified as ITD Project No. FM42113 as more fully described in Exhibit A, and incorporated herein by reference. This Contract shall be effective on _______ (day) of ________ (month), 2020 (year), when executed by both parties.

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

ARTICLE 1
CONTRACT DOCUMENTS

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

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

ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

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

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

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

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

2.5 The Contractor warrants to the Owner and Design Professional that all labor furnished on this Project shall be competent to perform the tasks undertaken; materials and equipment furnished under the Contract will be new and of high quality unless otherwise required or permitted by the Contract Documents; that the Work will be complete, of high quality and free from defects not inherent in the quality required or permitted; and that the Work will strictly conform to the requirements of the Contract Documents. Any Work not strictly conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse by Owner or its representatives, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall survive the completion of the Contract and final payment to the Contractor.

ARTICLE 3
INTENT AND INTERPRETATION

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

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

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

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

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

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

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

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

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

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

ARTICLE 4
OWNERSHIP OF DOCUMENTS

4.1 Unless otherwise agreed by the Design Professional and its consultants, the party that prepared the drawings, specifications and other documents is the author of such with all copyright, common law, statutory and other reserved rights. The Contractor may retain one (1) record set of the Drawings and Specifications and other documents but shall not own or claim any copyright in them.
The Drawings and Specifications and other documents, and any copies, are to be used solely for this Project, and not on any other project, or additions to this Project outside this Contract, without written consent of the Owner, the Design Professional and the Design Professional's consultants; provided, however, that copies may be made of applicable portions as necessary for completion of the Work. Such copies shall include any copyright notice on the Drawings and Specifications and other documents.

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

ARTICLE 5
CONTRACTOR’S PERFORMANCE

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

5.1 Construction of the Project.

5.2 The furnishing of any required surety bonds and insurance.

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

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

ARTICLE 6
TIME FOR CONTRACTOR’S PERFORMANCE

6.1 The Contractor shall commence the performance of this Contract in accordance with the "Notice to Proceed" (Exhibit F) issued by the Owner and shall diligently continue its performance to and until final completion of the Project. The Contractor shall accomplish Substantial Completion of the Project on or before the time indicated in Exhibit A. The period of time, including any adjustments made under this Contract, for the Contractor to reach Substantial Completion is the “Contract Time.”

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

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

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

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

ARTICLE 7
FIXED PRICE AND CONTRACT PAYMENTS

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

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

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

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

7.4 The Owner shall make payment to the Contractor no more than twenty-one (21) days following receipt by the Owner of the Design Professional’s written approval of each Contractor’s Request for Payment. The amount of each such payment shall be the amount approved for payment by the Design Professional less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Design Professional’s approval of the Contractor’s Request for Payment shall
not preclude the Owner from the exercise of any of its rights it may have in this Contract, at law or in equity, as set forth in Paragraph 7.8 hereinafter.

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

.1 The Contractor must provide at least thirty (30) days’ advance written notice of its request to store off-site. Such notice must include a description of the type, quantities, locations and values of materials involved for the next billing cycle. All invoices must indicate the type, quantities and value of materials or equipment for which payment is requested;

.2 All materials stored off-site must be segregated and clearly marked with the DPW Project number and as being the “Property of the State of Idaho;”

.3 The Design Professional and/or the Owner’s Field Representative must have unrestricted access to the stored materials during all business hours and may physically inventory all invoiced materials and equipment and may physically inspect the storage conditions;

.4 The Contractor must provide written Consent of Surety to off-site storage of materials and equipment and to payment for such materials and equipment prior to incorporation in the Work. Consent must be from the Surety. Consent of local broker or agent is not acceptable;

.5 The Contractor must maintain and must provide to the Design Professional, upon request, a current log of stored materials and equipment, which reflects when materials and equipment are used or added; and

.6 The Contractor must obtain and maintain all risk property insurance at replacement cost, with the State of Idaho listed as loss payee on all materials and equipment stored off-site and in transit.

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

7.7 Payment to the Contractor, utilization of the Project for any purpose by the Owner, or any other act or omission by the Owner shall not be interpreted or construed as an acceptance of any Work of the Contractor not strictly in compliance with this Contract.
7.8 The Owner shall have and be entitled to the right to refuse to make any payment, including by reducing payment under any Contractor's Request for Payment, and, if necessary, may demand the return of a portion or all of an amount previously paid to the Contractor for reasons that include the following:

.1 The quality of the Contractor's work, in whole or part, is not in strict accordance with the requirements of this Contract or identified defective work, including punch list work, is not remedied as required by the Contract Documents;

.2 The quantity of the Contractor's work, in whole or in part, is not as represented in the Contractor's Request for Payment or otherwise;

.3 The Contractor's rate of progress is such that, in the Owner's opinion, Substantial Completion or final completion, or both, may be inexcusably delayed or that the Owner will incur additional costs or expense related to repeated Substantial Completion or final completion inspections through no fault of the Owner;

.4 The Owner reasonably believes that the Contractor has failed to use Contract funds, previously paid the Contractor by the Owner, to pay Contractor's project-related obligations, including subcontractors, laborers and material and equipment suppliers;

.5 There are claims made or it seems reasonably likely that claims will be made, against the Owner;

.6 The Contractor has caused a loss or damage to the Owner, the Design Professional or another contractor;

.7 The Owner reasonably believes that the Project cannot be completed for the unpaid balance of the Fixed Price Contract Amount or the Owner reasonably believes that the Project cannot be completed within the Contract Time and that the unpaid balance of the Fixed Price Contract Amount would be inadequate to cover the cost of actual or liquidated damages for the anticipated delay;

.8 The Contractor fails or refuses to perform any of its obligations to the Owner; or

.9 The Contractor fails to pay taxes as required by Title 63, Chapter 15, Idaho Code.

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

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

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

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

7.12 If the Contractor fails to achieve final completion within a reasonable number of days as established by the Design Professional from the date of Substantial Completion, the Contractor may be assessed and be responsible to the Owner for fifty percent (50%) of the daily amount of liquidated damages as established pursuant to Paragraph 6.2 and Exhibit A, per day for each and every calendar day of unexcused delay in achieving final completion beyond the date established for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable not as a penalty but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner may withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. The Owner’s right to liquidated damages is not, and shall not be deemed to be, an exclusive remedy for delay and the Owner shall retain all remedies at law or in equity for delay or other breach.

7.13 As a condition precedent to final payment, the Contractor must furnish the Owner, in the form and manner required by Owner, and with a copy to the Design Professional of the following:
.1 An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or material suppliers or other third parties in connection with the Project have been paid or otherwise satisfied;

.2 A release by the Contractor of all Claims it has or might have against the Owner or the Owner's property (DPW's form, Exhibit H);

.3 Contractor's Affidavit of Debts and Claims (AIA Document G706);

.4 Consent of Surety to final payment (AIA Document G707);

.5 Confirmation of all required training, product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of the Contractor; and


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

ARTICLE 8
INFORMATION AND MATERIAL SUPPLIED BY THE OWNER

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

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

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

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

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

ARTICLE 9
STOP WORK ORDER

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

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

ARTICLE 10
DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

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

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

10.2 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing Work. Errors, inconsistencies or omissions discovered shall be reported to the Design Professional, the Owner and the Owner's Field Representative immediately. Such examination, review and comparison shall be a warranty that the Contract Documents are complete and the Project is buildable as described except as reported. Reported errors, inconsistencies or omissions will constitute a request for
10.3   The Contractor shall ensure that all Work shall strictly conform to the requirements of this Contract.

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

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

10.6   Except as provided in Paragraph 8.4, the Contractor shall secure or provide and pay for all licenses, permits required by the Idaho Division of Building Safety, governmental approvals and inspections, connections for outside services for the use of municipal or private property for storage of materials, parking, utility services, temporary obstructions, enclosures or opening and patching of streets, and for all other facilities and services necessary for proper execution and completion of the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11
INDEMNITY

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

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

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

ARTICLE 12
THE DESIGN PROFESSIONAL

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 13
CLAIMS

13.1 For purposes of this Contract, a “Claim” means a demand by the Contractor to the Owner, or by the Owner to the Contractor, for a change in the Fixed Price Contract Amount, an extension of the Contract Time, an adjustment to or interpretation of the Contract terms, or other relief with respect to the terms of the Contract, which demand the Contractor or Owner asserts is required or allowed under the Contract Documents and which the Contractor and the Owner have previously discussed and failed to agree upon.
13.2 For the Claim to be considered, it must meet the following requirements:

.1 The Claim must be in writing;

.2 The Claim by the Contractor must be signed by an authorized representative of the Contractor, and the Claim by the Owner must be signed by an authorized representative of the Owner;

.3 The Claim by the Contractor must be provided to the Owner and to the Design Professional and the Claim by the Owner must be provided to the Contractor and to the Design Professional;

.4 The Claim must be made no later than ten (10) days after the event or first appearance of the circumstance giving rise to the Claim;

.5 The Claim must describe in detail all known facts and circumstances that the Contractor or Owner asserts support the Claim;

.6 The Claim must refer to the provision(s) of the Contract Documents that the Contractor or Owner asserts support the Claim;

.7 The Contractor or Owner must provide all documentation or other information to substantiate the Claim; and

.8 The Contractor or Owner must continue its performance under this Contract pending the resolution of any Claim; provided, however, that the Contractor shall not perform any additional or changed work not otherwise authorized in accordance with the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

13.8 If a Claim is made based on an error, inconsistency or omission in the Contract that was reasonably susceptible to discovery by the Contractor and was not reported in accordance with Paragraph 2.3, that Claim shall be denied.
ARTICLE 14
RESOLUTION OF CLAIMS

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

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

.1 Make a written request to the Contractor or Owner for more data to support the Claim;

.2 Attempt to facilitate resolution of the Claim through informal negotiations; or

.3 If the Claim is by the Contractor, make a written recommendation to the Owner, with a copy to the Contractor, that the Owner reject or approve all or part of the Claim and state the reasons for the Design Professional’s recommendation. If the Claim is by the Owner, make a written recommendation to the Contractor, with a copy to the Owner, that the Contractor reject or approve all or part of the Claim and state the reasons for the Design Professional’s recommendation.

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

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

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

14.6 The Owner’s decision regarding the Contractor’s Claim is binding on the Owner and the Contractor but is subject to mediation in accordance with this Contract, and the Contractor’s decision regarding the Owner’s Claim is binding on the Owner and the Contractor but is subject to mediation in accordance with this Contract.
ARTICLE 15

SUBCONTRACTORS

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

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

ARTICLE 16

CHANGES IN THE WORK

16.1 General

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

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

16.2 Change Orders

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

.2 Methods used in determining adjustments to the Fixed Price Contract Amount may include those listed in subparagraph 16.3.4;
.3 The amount allowed for overhead and profit on any Change Order is limited to the amounts indicated in subparagraph 16.3.11;

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

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

16.3 Construction Change Directive (CCD)

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

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

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

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

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in subparagraph 16.3.7;

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

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

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

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom and workers’ compensation insurance;
.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of permit fees and sales, use or similar taxes related to the Work; and
.5 Additional costs of supervision and field office personnel directly attributable to the change;

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

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

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

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

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

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

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

ARTICLE 17
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

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

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

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

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

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

ARTICLE 18
TERMINATION BY THE CONTRACTOR

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

.1 Issuance of an order by a court or by another public authority having jurisdiction and authority which requires all Work to be stopped; or

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

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

ARTICLE 19
OWNER’S RIGHT TO SUSPEND CONTRACTOR’S PERFORMANCE

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

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

Preserving and protecting Work in place;

Storage of materials or equipment purchased for the Project, including insurance thereon; and

Performing in a later, or during a longer, time frame than that provided by this Contract.

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

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

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

ARTICLE 20
TERMINATION BY THE OWNER

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

If the Contractor does not perform the Work, or any part thereof, in accordance with the Contract Documents, or in a timely manner; does not supply adequate labor, supervisory personnel, or proper equipment or materials; fails to pay subcontractors; fails to timely discharge its obligations for labor, equipment, and materials; proceeds to disobey applicable law; or otherwise breaches this Contract, then the Owner, in addition to any other rights it may have against the Contractor, may terminate the Contract and assume control of the Project site and of all materials and equipment at the site and may complete the Work. In such case, the Contractor shall not be paid further until the Work is complete. Upon such Termination, the Owner may, subject to any superior rights of the Surety, take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor; accept assignment of those subcontracts conditionally assigned under Paragraph 15.2; and finish the Work by whatever reasonable method the Owner may deem expedient.

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

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

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

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

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

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

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

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

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

ARTICLE 21
CONTRACTOR'S LIABILITY INSURANCE

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

.1 Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts which are applicable to the work to be performed;

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

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

.4 Claims for damages insured by usual personal injury liability coverage which are sustained: (i) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor; or (ii) by another person;

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

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

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

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Article 11.

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

.1 Workers' Compensation and Employer's Liability

(a) State Workers Compensation: Statutory

(b) Employer's Liability:

- $100,000 per Accident
- $500,000 Disease, Policy Limit
- $100,000 Disease, Each Employee

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

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

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

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

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

.3 Business Auto and Umbrella Liability Insurance: Contractor shall maintain business, auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident;
Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos);

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

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

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

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

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

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

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

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

ARTICLE 22
OWNER’S LIABILITY INSURANCE

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

ARTICLE 23
PROPERTY INSURANCE
23.1 Unless otherwise provided, the Owner shall purchase or maintain, from a company or companies lawfully authorized to do business in the State of Idaho, property insurance written on a builders risk "all-risk" or equivalent policy form in an amount not less than the initial Fixed Price Contract Amount. Such property insurance shall be maintained until final payment to the Contractor has been made. This insurance shall include interests of the Owner, the Contractor, subcontractors and sub-subcontractors.

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

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

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

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

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

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

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

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

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

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

ARTICLE 24
PERFORMANCE AND PAYMENT BONDS

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

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

24.3 It is the Contractor’s obligation to notify the Surety in the event of changes in the Contract Documents, which in the absence of notification might serve to discharge the Surety’s obligations, duties or liability under bonds or the Contract.
ARTICLE 25
PROJECT RECORDS

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

ARTICLE 26
MISCELLANEOUS PROVISIONS

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

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

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

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

.2 That if the said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists even though the same constitute liens upon its property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
That, in the event of its default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this Contract may withhold from any payment due it hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said Contractor is liable.

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

Pursuant to Section 44-1002, Idaho Code, it is provided that each Contractor "must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under any such contract except where under such contracts fifty (50) or less persons are employed the contractor may employ ten percent (10%) nonresidents, provided, however, in all cases employers must give preference to the employment of bona fide residents in the performance of said work, and no contract shall be let to any person, firm, association, or corporation refusing to execute an agreement with the above mentioned provisions in it; provided, that, in contracts involving the expenditure of federal aid funds this act shall not be enforced in such a manner as to conflict with or be contrary to the federal statutes prescribing a labor preference to honorably discharged soldiers, sailors, and marines, prohibiting as unlawful any other preference or discrimination among citizens of the United States." (Ref. Section 44-1001, Idaho Code)

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

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

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

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

ARTICLE 27
EQUAL OPPORTUNITY

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

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

ARTICLE 28
SUCCESSORS AND ASSIGNS

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

ARTICLE 29
SEVERABILITY

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

ARTICLE 30
MEDIATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 31
WAIVER OF CONSEQUENTIAL DAMAGES
31.1 The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

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

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

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

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

OWNER

State of Idaho
Idaho Transportation Department

By: Maria Horn, Facilities Management
    Contracting Officer

CONTRACTOR

Contractor’s Name- Typed

By: ______________________________
    Signature

    ______________________________
    Printed Name

    ______________________________
    Title

BID PROPOSAL

FPCC-1

FM42113
D4 HQ Administration Building ADA Upgrades
EXHIBIT A

OWNER’S PROJECT IDENTIFICATION INFORMATION:

D4 HQ Administration Building ADA Upgrades
ITD Project No. FM42113
216 South Date Street
Shoshone, ID 83352

General Project Description:

ADA Upgrades to the D4 HQ Administration Building

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

Addendum No. _____ Dated _____________
Addendum No. _____ Dated _____________
Addendum No. _____ Dated _____________

FIXED PRICE CONTRACT AMOUNT AND ACCEPTED ALTERNATES:

Base Bid Amount: $.00
Alternate No. __ (__________________________) add $.00
Alternate No. __ (__________________________) add $.00
Alternate No. __ (__________________________) add $.00

Total Fixed Price Contract Amount (__________________________) Dollars $.00

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

TIME FOR PERFORMANCE AND LIQUIDATED DAMAGES:

A. The Contractor shall commence construction of its scope of the Work in accordance with the Notice to Proceed issued by the Owner and which will become Exhibit F to this Contract.

B. The Contractor shall accomplish Substantial Completion as defined in Article 6 of the Contract within (90) consecutive calendar days from the date authorized to proceed in the Notice to Proceed.

C. The amount of liquidated damages per day for each and every day of unexcused delay as outlined in Article 6 on the Contract is: Five Hundred Dollars ($500.00)

DRAWINGS AND SPECIFICATIONS

The Owner shall furnish the Contractor 1 set of Drawings and Project Manuals

BID PROPOSAL

FPCC-2

D4 HQ Administration Building ADA Upgrades
SPECIAL CONDITIONS

A. In Article 21, Paragraph 21.3, add the Idaho State Building Authority to be named as an additional insured.

B. In Article 21, Paragraph 21.5, also provide a separate certificate issued to the Idaho State Building Authority showing the Idaho State Building Authority as an additional insured.
EXHIBIT B

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

OWNER

Owner: Idaho Transportation Department
Tony Pirc, Facilities Manager
3311 W State St
Boise, Idaho, 83703
208-334-8600
tony.pirc@itd.idaho.gov

Contracting Officer: Idaho Transportation Department
Maria Horn, Facilities Management Contracting Officer
3311 W State St
Boise, Idaho, 83703
208-334-8606
maria.horn@itd.idaho.gov
May sign for Owner: Yes [ X ] No [    ]

Field Representative: Idaho Transportation Department
Shawn Webb, Field Representative
216 South Date Street
Shoshone, ID83352
208.866.7808
shawn.webb@itd.idaho.gov
May sign for Owner: Yes [    ] No [ X ]
CONTRACTOR

Contractor: ________________________________ (company name)
(address)
________________________________________ (city, state, zip)
________________________________________ (telephone and FAX)
Public Works Contractors License No. ____________________

Officer: ________________________________ (name and title)
________________________________________ (telephone)
________________________________________ (E-mail)

Contractor’s Project Manager: ________________________________ (name)
(telephone and FAX)
________________________________________ (E-mail)
May sign for Contractor: Yes [ ] No [ ]
Change Orders: up to: $_____.00
Construction Change Authorizations: up to: $______.00

Contractor’s Superintendent: ________________________________ (name)
(telephone and FAX)
________________________________________ (E-mail)
May sign for Contractor: Yes [ ] No [ ]
Construction Change Authorizations: up to $______.00
DESIGN PROFESSIONAL

Design Professional:
LKV Architects
4200 E. Riverwalk Dr.
Boise, Idaho 83706
208.336.3443

Professional's Project Manager:
Brook Thornton
Professional License No.
208.336.3443, Ext. 102
brook@lkvarchitects.com
LIST OF DRAWINGS:

0.0  Cover Sheet Civil
C-1  Civil cover sheet and Grading Plan C-2  Details

ARCHITECTURAL

A1.0  Phasing Plan
A3.1  Demolition and Floor and Ceiling Plans A3.2 New Floor and Ceiling Plans
A4.1  Room Finish Schedule and Details Electrical
E0.0  Electrical Cover Sheet
E1.0  Demolition and Installation Plan

DIVISION 1 - GENERAL REQUIREMENTS

Section 011000  Summary of Work
Section 012300  Alternates
Section 012600  Contract Modification Procedures
Section 012900  Payment Procedures
Section 013100  Project Management and Coordination
Section 013300  Submittal Procedures
Section 014000  Quality Requirements
Section 014200  References
Section 015000  Temporary Facilities and Controls
Section 016000  Product Requirements
Section 017300  Execution
Section 017329  Cutting and Patching
Section 017700  Closeout Procedures
Section 017823  Operation and Maintenance Data
Section 017839  Project Record Documents

DIVISION 2 – EXISTING CONDITIONS

Section 024119  Selective Structure Demolition

DIVISION 3 - CONCRETE

Section 033000  Cast in Place Concrete

DIVISION 6 – WOODS, PLASTICS AND COMPOSITES

Section 061000  Rough Carpentry
Section 064116  Plastic Laminate Faced Architectural Cabinets

DIVISION 08 – OPENINGS

Section 084113  Aluminum Framed Entrances and Storefronts
Section 087100  Door Hardware
Section 088000  Glazing

DIVISION 09 – FINISHES

Section 092900  Gypsum Board
Section 096513  Resilient Base
Section 096816  Carpeting
Section 099123  Interior Painting

DIVISION 23 – HEATING, VENTILATING AND AIR CONDITIONING

Section 230010  HVAC General Requirements

DIVISION 26 – ELECTRICAL SPECIFICATIONS

Section 260500  Electrical General Provisions
Section 260519  Conductors and Cables
Section 260526  Grounding
Section 260533  Raceways and Boxes

END OF SECTION 000110
EXHIBIT D

CONTRACTOR’S AFFIDAVIT CONCERNING TAXES

STATE OF ___________________)
COUNTY OF ___________________)

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

SEAL

Name of Contractor

Address

City and State

By:

(Signature)

Subscribed and sworn to before me this ___________________ day of __________________, ______.

NOTARY PUBLIC
Residing at: __________________
Commission expires: __________________

BID PROPOSAL

FPCC-5

FM42113
D4 HQ Administration Building ADA Upgrades
EXHIBIT E

NAMED SUBCONTRACTORS:

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

Plumbing (PWCL Category 15400)
(Name) ____________________________________________
(Address) __________________________________________
Idaho Public Works Contractors License No. ____________________________
Idaho Plumbing Contractors License No. ____________________________

Heating Ventilating & Air Conditioning (PWCL Category 15700-HVAC)
(Name) ____________________________________________
(Address) ____________________________________________
Idaho Public Works Contractors License No. ____________________________
Idaho HVAC Contractors License No. ____________________________

Electrical (PWCL Category 1600)
(Name) ____________________________________________
(Address) ____________________________________________
Idaho Public Works Contractors License No. ____________________________
Idaho Electrical Contractors License No. ____________________________
DATE

COMPANY NAME
Attn: NAME
ADDRESS
CITY STATE ZIP

RE: ITD FM42113 - CONTRACT NOTICE TO PROCEED

Dear Mr. ____________________:

Attached is the executed contract, number FM_____, between the Idaho Transportation Department and _______________________________ for the ____________________ services at our ______________________________ location.

Please make contact with ____________________________ to initiate the work as outlined in the attached document. His contact information is:

NAME
EMAIL
208- ___-____

We thank you for your interest to work with the Idaho Department of Transportation and hope that you will consider future opportunities.

Please contact me at 208-334-8606 if you have any questions,

Maria Horn
Facility Management Contracting Officer
Idaho Transportation Department

Attachment
# REQUEST FOR TAX RELEASE

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

<table>
<thead>
<tr>
<th>Name of agency</th>
<th>Mailing address</th>
<th>City, state, and ZIP Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact name</td>
<td>Phone number</td>
<td>Email address</td>
</tr>
</tbody>
</table>

**PART II -- CONTRACTOR INFORMATION:**

<table>
<thead>
<tr>
<th>Name of contractor</th>
<th>Mailing address</th>
<th>City, state, and ZIP Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal EIN</td>
<td>Contact name</td>
<td>Phone number</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email address</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name of business</th>
<th>Mailing address</th>
<th>City, state, and ZIP Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal EIN</td>
<td>Contact name</td>
<td>Phone number</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email address</td>
</tr>
</tbody>
</table>

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

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

**PART IV -- PROJECT INFORMATION:**

<table>
<thead>
<tr>
<th>Name of project</th>
<th>Location of project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of project</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project number assigned by awarding agency</th>
<th>Project start date</th>
<th>Project completion date</th>
<th>Final/closing contract amount (includes all change orders)</th>
</tr>
</thead>
</table>

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

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

<table>
<thead>
<tr>
<th>List Materials</th>
<th>List Dollar Values of Materials</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
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<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

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

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

RELEASE OF CLAIMS

(TO BE COMPLETED FOR FINAL PAYMENT)

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

Dated ____________________ Contractor ________________________________
EXHIBIT J

Conditions Precedent to Final Payment

Date: ____________________________

ITD Project No. ___________________________
Project Title: ____________________________
Location: _____________________________

Send to: Copy to:
State of Idaho Design Professional
Idaho Transportation Department ____________________________
3311 W State St ____________________________
Boise, Idaho 83703 ____________________________

Contractor’s Responsibilities:

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

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

____________________________________ ____________________________
Contractor’s Signature Date
Design Professional's Approval for Payment:

- All Documents Required per Paragraph 7.13 of the Fixed Price Contract
- All Warranties, Guarantees, etc. have been received, approved and have been provided.
- As-Built Drawings have been received, reviewed and approved.
- Record Drawings have been completed. All of the required copies of the Record Documents and electronic media are attached and/or uploaded to OMS.
- All punch list items have been verified and signed off as complete.

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

__________________________________________
Design Professional's Signature                                    Date
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PART 1 - GENERAL

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

1.2. DESCRIPTION OF THE PROJECT
   A. A description of the work of this project can be summarized to include the remodel of an existing vestibule, lobby and restrooms along with new ADA ramps and exterior site improvements at the Idaho Transportation Department.
   B. All Work under this Contract shall occur within the project property lines indicated on the Drawings.

1.3. CONTRACT DOCUMENTS
   A. The Contract Documents for the Work are
      
      entitled: FM42012
      Shoshone Administration Building
      ADA Ramp and Interior Renovation Shoshone, Idaho
   
   C. The Contract Documents for the Work shall be as defined in the Fixed Price Construction Contract.

1.4. TYPE OF CONTRACT
   A. Project will be constructed with a single contract.

1.5. WORK PHASES
   A. The Work shall be conducted in a single phase.

1.6. USE OF PREMISES
   A. General: Contractor shall have use of premises only as required for construction operations. Contractor’s use of premises is also limited by Owner’s right and intention to self-perform work or to retain other contractors for portions of the project.
B. Contractor shall maintain roads and streets surrounding the project site in an accessible and clean condition throughout the construction period, except that Contractor shall not be responsible for road and utility construction performed by others under separate contracts.

1. Roads and streets surrounding the project site shall not be blocked to vehicle traffic at any time by operations under this Contract.
2. Contractor shall remove and sweep dirt, mud, gravel, debris, etc., due to work under this Contract from paved roads and streets adjacent to the site daily.
3. Contractor and construction personnel shall not park equipment or personal vehicles along roads and streets surrounding the project site, nor in a manner to disrupt traffic flow or access to any adjacent properties.
4. Contractor shall not enter adjacent properties, private driveways, etc., for and reason. Do not use adjacent properties or private driveways for vehicle turnaround.
5. Contractor shall not drive on, park on, or store equipment or materials on properties adjacent to the site without the express written permission of the owner of such properties. Materials stored on adjacent properties shall not be considered as "stored on site" for determining amounts of payments owed to Contractor.

1.7. OWNER’S OCCUPANCY REQUIREMENTS

A. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of building before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall be coordinated with and subject to the approval of the Contractor and shall not constitute acceptance of the total Work.

1.8. WORK RESTRICTIONS

A. On-Site Work Days and Hours: Work days and hours are not restricted.

B. Existing Utility Interruptions: Do not interrupt utilities serving neighboring and nearby properties unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify public utility, Owner, and nearby property owners not less than seven days in advance of proposed utility interruptions.

Do not proceed with utility interruptions without written permission of utility provider

1.9. SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.

Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are
in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.

1. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.

B. 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. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.

2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

   a. 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.

1.10. FIRE RATED ASSEMBLIES

   A. Fire rated construction, if any, shall conform to all requirements of fire rated assemblies referenced on the Drawings described in the Specifications, or included in appendices in the Project Manual.

   1. The Contractor shall provide all components necessary to conform to any and all referenced assemblies.

1.11. OWNERSHIP OF REMOVALS

   A. The Contractor shall be responsible for any and all demolition and removal as may be necessary and required to fulfill the requirements of the Contract Documents.

   B. All removals shall belong to the Contractor and shall be removed from the premises by him and legally disposed of at his expense.

1.12. WORK NOT NOTED, DETAILED, OR SPECIFIED

   A. All work required for a complete installation or assembly shall be included in the Contractor's bid. Where minor portions of required work are not noted, detailed, or specified, such work shall be done in accordance with proven construction practice, industry standards, or as directed by Architect. Such required work shall be done at no additional cost to Owner.
1.13. DIMENSIONS AND MEASUREMENTS

A. Contractor shall field verify all dimensions pertaining to the work and shall be responsible for the determination of all quantities of materials required for the work and for the accuracy of all dimensions of materials and items fabricated for this project. Contractor shall not rely on the scale drawings in the project Drawings in the determination of exact quantities or dimensions.

1.14. GENERAL INSTALLATION PROVISIONS

A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Installation of affected components shall not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

B. Manufacturer's Instructions. Contractor shall comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.

C. Contractor shall inspect materials or equipment immediately upon delivery and prior to installation and shall reject damaged and defective items.

D. Contractor shall provide all attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement.

E. Visual Effects: Contractor shall provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to Architect for final decision.

F. Contractor shall check and recheck measurements, dimensions, and elevations before starting each installation and shall be responsible for the accuracy of all measurements, dimensions, and elevations.

G. Contractor shall install each component during acceptable weather conditions.

H. Mounting Heights: Where mounting heights are not indicated, Contractor shall install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Architect for final decision. Mount items on walls to conform to the requirements of the Americans with Disabilities Act.

I. Blocking and Backing: Contractor shall provide blocking and backing in walls, ceiling, etc., for all items mounted on walls, ceilings, etc., for which blocking and backing is required. Verify blocking and backing requirements for all wall and ceiling mounted items and provide such blocking and backing at no additional cost to the Owner, whether or not such items and / or blocking are indicated on the Drawings. Verify all blocking and backing is installed prior to installation of finish materials. Contractor shall include, but not limit to, blocking and backing for the following:
1. Visual display boards
2. Fire extinguisher cabinets
4. Other wall and ceiling mounted items and indicated Owner furnished / Contractor installed items.
5. Mechanical, plumbing, and electrical items, fixtures, and equipment.

1.15. CLEANING AND PROTECTION

A. During handling and installation, The Contractor shall clean and protect construction in progress and adjoining materials in place. Apply protective coverings where required to ensure protection from damage or deterioration at Substantial Completion.

B. The Contractor shall clean and maintain completed construction as frequently as necessary through the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

C. Limiting Exposures: The Contractor shall supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging or otherwise deleterious exposure from any source during the construction period.

1.16. REQUIREMENTS OF DRAWINGS AND SPECIFICATIONS

A. All items of Work shown or noted on the Drawings and / or described in the Project Manual shall be provided by the Contractor as a part of his Work. Should an item be shown or noted on the Drawings and not described in the Project Manual, the Contractor shall provide the item at no additional cost to the Owner. Should an item be described in the Project Manual and not shown or noted on the Drawings, the Contractor shall provide the item at no additional cost to the Owner.

1.17. PERFORMANCE OF WORK

A. In following guidance from the Centers for Disease Control and Prevention (CDC), the Contractors, and their subcontractors, are responsible for taking all reasonably practical measures to prevent the spread of COVID-19. This will include following social distancing guidelines where practical, the wearing of a Face Covering (mask) in settings where social distancing measures are difficult to maintain, use of stringent hygiene measures, encouraging employees that are sick to stay home, limiting meetings that require close contact, practice respiratory etiquette, including covering coughs and sneezes, and discourage workers from using other workers’ phones, tools or equipment where possible.

END OF SECTION 011000
SECTION 012300 -

ALTERNATES PART 1 -

GENERAL

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

1.2 SUMMARY
   A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS
   A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1.  Alternates described in this Section are part of the Work only if enumerated in the Agreement.
2.  The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES
   A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

   1.  Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

   B. Execute accepted alternates under the same conditions as other work of the Contract.

   C. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.
PART 2 - PRODUCTS (Not Used) PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1 – New rear ramp at northwest location
   1. Provide a complete price to remove existing metal stair and provide a new metal ramp as shown in the drawings.

B. Alternate No. 2 – New vestibule work.
   1. Provide a complete price to remove existing front entrance vestibule walls and millwork. Provide new vestibule walls and aluminum entrance system. Provide new carpet at vestibule space only. All hardware related to ADA actuators and security shall be part of the base bid.

C. Alternate No. 3 – New millwork and carpet.
   1. Provide a complete price to remove carpet and provide new to extents shown on drawings.

END OF SECTION 012300
PROcedures PART 1 - GENERAL

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

1.2 SUMMARY
   A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK
   A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

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

   1. Proposal Requests issued by Architect 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 Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

     a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

     b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

     c. Include costs of labor and supervision directly attributable to the change.

     d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

   B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to
the Contract, Contractor may propose changes by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.


1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on form provided by Owner.

1.6 CONSTRUCTION CHANGE DIRECTIVE


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

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

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
PART 2 - PRODUCTS

(Not Used) PART 3 -

EXECUTION (Not Used) END

OF SECTION 012600
PROCEDURES PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.3 DEFINITIONS

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

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:

   a. Application for Payment forms with Continuation Sheets.
   b. Submittals Schedule.
   c. Contractor's Construction Schedule.

2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Application for Payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the Schedule of Values:

   a. Project name and location.
   b. Name of Architect.
   c. Architect's project number.
   d. Contractor's name and address.
   e. Date of submittal.
2. Submit draft of AIA Document G703 Continuation Sheets or other equivalent form approved by Architect and Owner.

3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
   a. Related Specification Section or Division.
   b. Description of the Work.
   c. Change Orders (numbers) that affect value.
      1) Change Orders shall be fully executed with all necessary signatures before they are included in the Schedule of Values.
      2) Construction Change Directive cost changes shall be incorporated into fully executed Change Order (s) before they are included in the Schedule of Values.
   d. Dollar value.
      1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.

5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
   a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing.

7. 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.

8. Provide a separate line item for the value of project closeout activities.

9. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
   a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

10. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: Progress payments shall be submitted to Architect on or before the agreed date of each month. The period covered by each Application for Payment is one month, ending on the last day of the month.

C. Payment Application Forms: Use AIA Document G702 or other equivalent form approved by Owner and Architect.

1. Entries on continuation sheet shall be consistent with approved Schedule of Values.

D. Application Preparation: Complete every entry on form. Execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incorrect or incomplete applications without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.

2. Include amounts of Change Orders issued before last day of construction period covered by application.

E. Transmittal: Submit one signed original copy of each Application for Payment to Architect by a method ensuring receipt within 24 hours.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of Values.
3. Contractor's Construction Schedule (preliminary if not final).
4. Products list.
5. Submittals Schedule (preliminary if not final).
6. List of Contractor's staff assignments.
7. List of Contractor's principal consultants.

G. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete, less the value of project closeout activities.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.

2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

H. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following on forms acceptable to Owner.
1. Evidence of completion of Project closeout requirements.
2. Contractor's Affidavit of Payment of Debts and Claims.
4. Consent of Surety to Final Payment.
5. Evidence that claims have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

(Not Used) END OF SECTION

012900
SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. Coordination.
2. Administrative and supervisory personnel.
3. Project meetings.
4. Requests for Interpretation (RFIs).

1.3 DEFINITIONS

A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.
4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Pre-installation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1.5 SUBMITTALS

A. Key Personnel Names: Prior to starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1.6 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1.7 PROJECT MEETINGS

A. General: Meetings and conferences will be held at Project site, unless otherwise indicated.

B. Preconstruction Conference: Contractor will schedule a preconstruction conference before the start of construction, at a time convenient to all parties. The conference will be held at Project site or another convenient location. Contractor will conduct the meeting.

1. Attendees: Authorized representatives of Owner; Architect, Architect's consultants; Contractor; Contractor’s superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress.
3. Minutes: Contractor will record and distribute meeting minutes.
C. Progress Meetings: Contractor will conduct progress meetings at two week intervals. Dates of meetings will be coordinated with preparation of payment requests on a monthly basis.

1. Attendees: In addition to representatives of Owner, Architect, Architect’s consultants, Contractor, and Contractor’s superintendent, each subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
   a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      1) Review schedule for next period.
   b. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
   c. Review present and future needs of each entity present.

3. Minutes: Contractor will record and distribute the meeting minutes.

1.8 REQUESTS FOR INTERPRETATION (RFIs)

A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, prepare and submit an RFI on a form acceptable to Owner and Architect.

   1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
   2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor’s work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:

   1. Project name.
   2. Date.
   3. Name of Contractor.
   5. RFI number, numbered sequentially.
   6. Specification Section number and title and related paragraphs, as appropriate.
7. Drawing number and detail references, as appropriate.
8. Field dimensions and conditions, as appropriate.
9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
10. Contractor's signature.
11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
   a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, and details of affected materials, assemblies, and attachments.

C. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow ten working days for Architect's response for each RFI. RFIs received after 3:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:
   a. Requests for approval of submittals.
   b. Requests for approval of substitutions.
   c. Requests for coordination information already indicated in the Contract Documents.
   d. Requests for adjustments in the Contract Time or the Contract Sum.
   e. Requests for interpretation of Architect's actions on submittals.
   f. Incomplete RFIs or RFIs with numerous errors.

2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
   a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 5 days of receipt of the RFI response.

D. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within three days if Contractor disagrees with response.

PART 2 - PRODUCTS (Not Used) PART 3 - EXECUTION (Not Used) END OF SECTION 013100
SECTION 013300 - SUBMITTAL

PROCEDURES PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

1.3 SUBMITTAL PROCEDURES

A. 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. 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.

a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

B. Submittals Schedule: Comply with requirements in Division 01 Section “Construction Progress Documentation” for list of submittals and time requirements for scheduled performance of related construction activities.

C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 7 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect 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 7 days for review of each resubmittal.

4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 10 days for initial review of each submittal.

D. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.

2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.

3. Include the following information on label for processing and recording action taken:
   a. Project name.
   b. Date.
   c. Name and address of Contractor.
   d. Name and address of subcontractor.
   e. Name and address of supplier.
   f. Name of manufacturer.
   g. Submittal number or other unique identifier, including revision identifier.

   i) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).

   h. Number and title of appropriate Specification Section.
   i. Drawing number and detail references, as appropriate.
   j. Location(s) where product is to be installed, as appropriate.
   k. Other necessary identification.

E. Deviations: Highlight, Encircle or otherwise specifically identify deviations from the Contract Documents on submittals.

F. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

   1. Additional copies submitted for maintenance manuals will be marked with action taken and will be returned.

G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.

   1. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.

H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

   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.
I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

J. Use for Construction: Use only final submittals with mark indicating final unrestricted release or final but restricted release action taken by Architect.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.

2. Mark each copy of each submittal to show which products and options are applicable.

3. Include the following information, as applicable:
   
a. Manufacturer’s written recommendations.
b. Manufacturer’s product specifications.
c. Manufacturer’s installation instructions.
d. Standard color charts.
e. Manufacturer’s catalog cuts.
f. Wiring diagrams showing factory-installed wiring.
g. Printed performance curves.
h. Operational range diagrams.
i. Mill reports.
j. Standard product operation and maintenance manuals.
k. Compliance with specified referenced standards.
l. Testing by recognized testing agency.
m. Application of testing agency labels and seals.
n. Notation of coordination requirements.

4. Submit Product Data before or concurrent with Samples.

5. Number of Copies: Submit electronically or five hard copies of Product Data, unless otherwise indicated. Architect will return a minimum of three copies. Mark up and retain two returned copies as Project Record Documents.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal of Architect’s CAD Drawings are otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

   a. Dimensions.
b. Identification of products.
c. Fabrication and installation drawings.
d. Roughing-in and setting diagrams.
e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
f. Shopwork manufacturing instructions.
g. Templates and patterns.
h. Schedules.
i. Design calculations.
j. Compliance with specified standards.
k. Notation of coordination requirements.
l. Notation of dimensions established by field measurement.
m. Relationship to adjoining construction clearly indicated.
n. Seal and signature of professional engineer if specified.
o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).

3. Number of Copies: Submit electronically or five opaque copies of each submittal. Architect will return a minimum of three copies. Mark up and retain two returned copies as Project Record Drawings.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. 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 appropriate Specification Section.

3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
   a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
   b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
a. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return one set of samples with options selected.

5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

   a. Number of Samples: Submit two sets of Samples. Architect will retain one Sample set; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.

      1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.

      2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit samples that show approximate limits of variations.

E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product.
2. Number and name of room or space.
3. Location within room or space.
4. Number of Copies: Submit three copies of product schedule or list, unless otherwise indicated. Architect will return two copies.

   a. Mark up and retain one returned copy as a Project Record Document.

F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation".

G. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

H. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."

I. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
J. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.
4. Number of Copies: Submit three copies of subcontractor list.
5. Subcontractor list shall be included in Project Record Documents.

2.2 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit electronically or two hard copies of each submittal, unless otherwise indicated. Architect will not return copies.
2. Certificates and Certifications: Provide a notarized 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.
3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."

B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

C. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

J. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

L. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

M. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."

N. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

O. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

P. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

Q. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

R. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
S. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:

1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

T. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

U. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

V. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.

1. Architect will not review submittals that include MSDSs and will return the entire submittal for resubmittal.

2.3 DELEGATED DESIGN

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit eight copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. 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 Architect.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S / ACTION

A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return copies. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

1. Final Unrestricted Release: Where submittals are marked “Approved,” that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.

2. Final-But-Restricted Release: When submittals are marked “Approved as Noted,” that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.

3. Returned for Re-submittal: When submittal is marked “Not Approved, Revise and Resubmit” do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.

   a. Do not permit submittals marked “Not Approved, Revise and Resubmit” to be used at the Project site, or elsewhere where Work is in progress.

   b. Submittals will be returned for re-submittal without review by the Architect under any of the following conditions:

      i. The Contractor has not reviewed and signed the submittal.
ii. The submittal does not meet the requirements of the Contract Documents.

iii. The submittal contains manufacturers and/or products not approved prior to bidding or subsequent to bidding under specified conditions.

iv. The submittal contains error, omissions, or other deficiencies, which, in the opinion or the Architect, make the submittal unacceptable for review.

C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

D. Partial submittals are not acceptable, will be considered no responsive, and will be returned without review.

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300
1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Fixed Price Construction Contract and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
A. This Section includes administrative and procedural requirements for quality assurance and quality control.
B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
   1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
   2. Specified tests, inspections, and related actions do not limit Contractor’s other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
   3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 DEFINITIONS
A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect
C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.
D. Laboratory Mockups: Full-size, physical assemblies that are constructed at testing facility to verify performance characteristics.
E. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

F. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.

G. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

H. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

I. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

J. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

   1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to trades people of the corresponding generic name.

K. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.
1.5 SUBMITTALS

A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Reports: Prepare and submit certified written reports FOR contractor provided tests and inspections that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and re-inspecting.

C. Permits, Licenses, and Certificates: For Owner’s records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those
performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

E. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirement for specialists shall not supersede building codes and regulations governing the Work.

F. Testing Agency Qualifications: An independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

G. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

H. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:
   a. Provide test specimens representative of proposed products and construction.
   b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
   c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
   d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
   e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
   f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, Owner, and Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

I. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
2. Notify Architect ten days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
   a. Allow ten days for initial review and each re-review of each mockup.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed, unless otherwise indicated.

1.7 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
   1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
   2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
   3. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
   1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
      a. Contractor's testing agency shall be acceptable to Owner and Architect.
      b. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
   2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
   3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
   4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
   5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
D. **Retesting/Re-inspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. **Testing Agency Responsibilities:** Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
   1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
   2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
   3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
   4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
   5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
   6. Do not perform any duties of Contractor.

F. **Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel but not less than 24 hours in advance of operations requiring tests and inspections. Provide the following:
   1. Access to the Work.
   2. Incidental labor and facilities necessary to facilitate tests and inspections.
   3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
   4. Facilities for storage and field curing of test samples.
   5. Delivery of samples to testing agencies.
   6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
   7. Security and protection for samples and for testing and inspecting equipment at Project site.

G. **Coordination:** Coordinate sequence of activities to accommodate required quality assurance and control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
   1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.8 **SPECIAL TESTS AND INSPECTIONS**

A. **Special Tests and Inspections:** Owner will engage a qualified testing agency and / or special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
   1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures
to perform the Work.

B.

1. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
2. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
3. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
4. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
5. Retesting and re-inspecting corrected work.

PART 2 - PRODUCTS (Not Used) PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:
   1. Date test or inspection was conducted.
   2. Description of the Work tested or inspected.
   3. Date test or inspection results were transmitted to Architect.
   4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
   1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
   2. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000
1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Fixed Price Construction Contract and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS
   A. General: Basic Contract definitions are included in the Conditions of the Contract.
   B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
   C. "Directed": A command or instruction by Architect. Other terms including "requested," "approved," "selected," "required," and "permitted" have the same meaning as "directed."
   D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
   E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
   F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
   G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
   H. "Provide": Furnish and install, complete and ready for the intended use.
   I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS
   A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such
standards are made a part of the Contract Documents by reference.

A. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

B. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

   1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.2 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

(Not Used)

END OF SECTION 014200
SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS PART 1 - GENERAL

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

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

1.3 DEFINITIONS
A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weather tight; exterior walls are insulated and weather tight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 USE CHARGES
A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.
B. Water Service: Building water may be used by all entities for construction operations. Water costs will be paid by the Owner.
C. Electric Power Service: Building power may be used to the extent available by all entities for construction operations. Electricity costs will be paid by the Owner. Contractor shall provide additional temporary power when and/or where building power is deemed inadequate.
D. Temporary Heat: Contractor shall provide temporary heat as required. Existing building systems shall not be used.

1.5 QUALITY ASSURANCE
A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
1.6 PROJECT CONDITIONS

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

PART 2 - PRODUCTS

2.1 EQUIPMENT

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

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

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

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: As required, install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services if required.

B. Sanitary Facilities: Contractor to provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities. Contractor personnel shall not use existing facilities in building.

C. Heating: If required, Contractor to provide temporary heating required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

D. Ventilation and Humidity Control: Contractor to provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction and construction personnel from adverse effects of high heat and/or humidity. Select equipment that will not have a harmful effect on either workers
or as may be required for sub-contractor’s scope of work in order to provide completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

E. Lighting: Contractors to provide temporary lighting as may be required for contractor’s scope of work in order to provide adequate illumination for construction operations, observations, and inspections.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

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

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

C. Parking: Use designated areas of Owner’s existing site areas for construction personnel as directed by Owner.

D. Waste Disposal Facilities: Contractor to provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.

E. Construction Fencing: Contractor to provide chain link construction fencing and gates as deemed necessary to secure premises and/or storage/staging area. Fencing shall include post bases that permit support of fence posts without damage to asphalt or concrete paving.

F. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

H. Barricades, Temporary Enclosures, and Emergency Egress Provisions:

1. Contractor shall provide general isolation/security fencing, barricades, enclosures, and emergency egress provisions required to isolate/separate construction activities and building users.
2. Respective Contractors shall provide trade-specific enclosures, protectives, and tenting and heating as required to permit and support construction of that trade’s materials and systems.
3. Contractor shall coordinate with local Fire authority regarding required emergency egress provisions from existing buildings when buildings, are occupied.
I. Weather Protection: Contractor to provide tenting, tarping, sheeting, and other provisions to protect exposed roof deck and open attic areas during the course of construction from the damaging effects of rain, hail, and wind.

   I. Protective materials shall be on hand at all times and shall be installed at the conclusion of each work day regardless of forecasted weather.

END OF SECTION 015000
SECTION 016000 - PRODUCT

REQUIREMENTS PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers’ standard warranties on products; special warranties; product substitutions; and comparable products.

1.3 DEFINITIONS

A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.

2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.

3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics.

1.4 SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

   a. Statement indicating why specified material or product cannot be provided.
   b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
   c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
   d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
   e. Samples, where applicable or requested.
   f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
   g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
   h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
   i. 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 lack of availability or delays in delivery.
   j. Cost information, including a proposal of change, if any, in the Contract Sum.
   k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
   l. 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.

2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 10 calendar days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 10 days of receipt of request, or 10 calendar days of receipt of additional information or documentation, whichever is later.

   a. Form of Acceptance: Change Order.
   b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
1. Contractor is responsible for providing products and construction methods compatible with products and construction methods.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weather tight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
3. Refer to Divisions 02 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures." PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," obtain Architect’s approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed.
6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed.
7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system.

8. Basis-of-Design Product: Where Specifications name a product, provide the specified product. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Products by other manufacturers are subject to approval prior to bidding.

9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect’s sample. Architect’s decision will be final on whether a proposed product matches.
   a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.

10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures," or a similar phrase, select a product that complies with other specified requirements.
   a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
   b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

A. Product Substitutions: Following award of Contract, Architect will consider requests for substitution for products specified, or approved by addendum, under any or all of the following conditions:

1. The specified product cannot be provided within the Contract Time. The request will not be considered if the product cannot be provided as a result of the Contractor’s failure to pursue the Work promptly or coordinate activities properly.
2. The specified product cannot receive necessary approvals by governing authorities, and the requested substitution can be approved.
3. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.
4. The specified product cannot be provided in a manner that is compatible with other materials, or cannot be properly coordinated, warranted, or insured, and where the Contractor certifies that the substitution will overcome the deficiency.
By making a request for substitution, contractor warrants that:

1. Requested substitution does not require extensive revisions to the Contract Documents.
2. Requested substitution is consistent with the Contract Documents and will produce indicated results.
3. Substitution request is fully documented and properly submitted.
4. Requested substitution will not adversely affect Contractor's Construction Schedule.
5. Requested substitution has received necessary approvals of authorities having jurisdiction.
6. Requested substitution is compatible with other portions of the Work.
7. Requested substitution has been coordinated with other portions of the Work.
8. Requested substitution provides specified warranty.
9. 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 016000
SECTION 017300 -

EXECUTION PART 1 -

GENERAL

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

1.2 SUMMARY
   A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
      2. General installation of products.
      3. Progress cleaning.
      4. Protection of installed construction.
      5. Correction of the Work.

1.3 SUBMITTALS
   A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal, if any.

PART 2 - PRODUCTS (Not Used) PART 3 - EXECUTION

3.1 EXAMINATION
   A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existing construction affecting the Work.

   B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

      1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
a. Description of the Work.
b. List of detrimental conditions, including substrates.
c. List of unacceptable installation tolerances.
d. Recommended corrections.

2. Examine walls and roofs for suitable conditions where products and systems are to be installed.
3. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.


3.3 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
   1. Make vertical work plumb and make horizontal work level.
   2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated or as indicated on Drawings or as specified, whichever is the more stringent requirement.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

1. Allow for building movement, including thermal expansion and contraction.

G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.

2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg. F (27 deg. C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. 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.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Burying or burning waste materials on-site shall not be permitted.
Washing waste materials down sewers or into waterways shall not be permitted.

H. 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.

I. 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.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.5 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

3.6 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

END OF SECTION 017300
SECTION 017329 - CUTTING AND PATCHING PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS

A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:

1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.

2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building’s appearance and other significant visual elements.

3. Products: List products to be used and firms or entities that will perform the Work.

4. Dates: Indicate when cutting and patching will be performed.

5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.

6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.

7. Architect’s Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.
1.5 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:

1. Primary operational systems and equipment.
2. Air or smoke barriers.
3. Fire-suppression systems.
4. Mechanical systems piping and ducts.
5. Control systems.
6. Communication systems.
7. Electrical wiring systems.

C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements include the following:

1. Water, moisture, or vapor barriers.
2. Membranes and flashings.
3. Exterior curtain-wall construction.
4. Equipment supports.
5. Piping, ductwork, vessels, and equipment.

D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.6 WARRANTY

A. Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void warranties.

PART 2 - PRODUCTS
2.1   MATERIALS

   A.  General: Comply with requirements specified in other Sections.

   B.  In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

       1.  If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1   EXAMINATION

   A.  Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

       1.  Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.

   3.2   PREPARATION

   A.  Temporary Support: Provide temporary support of Work to be cut.

   B.  Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

   C.  Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

   D.  Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

3.3   PERFORMANCE

   A.  General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

       1.  Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

       Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements
retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

2. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

3. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

4. Concrete or Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.

6. Proceed with patching after construction operations requiring cutting are complete.

B. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.

2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
   a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
   b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
   a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather tight condition.

C. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 017329
PROCEDURES PART 1 - GENERAL

1. 1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Inspection procedures.
2. Warranties.
3. Final cleaning.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Advise Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Prepare and submit Project Record Documents.
6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise Owner of changeover in heat and other utilities.
12. Submit preliminary manuals required by Specifications Section 017823 (two copies) for review by Architect.
13. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
14. Complete final cleaning requirements, including touchup painting.
15. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect 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 Architect, that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection 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.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
2. Submit copy of Architect’s Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit final manuals required by Specifications Section 017823, corrected in accordance with the Architect’s review of the preliminary operations and maintenance manuals submitted at the time of Substantial Completion.
5. Instruct Owner’s personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect 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. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 WARRANTIES

A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.

2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.

3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

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

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.

b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.

c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.

d. Remove tools, construction equipment, machinery, and surplus material from Project site.

e. Remove snow and ice to provide safe access to building. 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.
f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
g. Sweep concrete floors broom clean in unoccupied spaces.
h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
i. 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.
j. Remove labels that are not permanent.
k. 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.
i. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
m. Replace parts subject to unusual operating conditions.
n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
p. Clean ducts, blowers, and coils if units were operated without filters during construction.
q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
r. Leave Project clean and ready for occupancy.

C. Pest Control: Make a final inspection and rid Project of rodents, insects, and other pests.

D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's 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 017700
1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1. Operation and maintenance documentation directory.
2. Emergency manuals.
3. Operation manuals for systems, subsystems, and equipment.
4. Maintenance manuals for the care and maintenance of products, materials, finishes, systems and equipment.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 SUBMITTALS

A. Submittal: Submit two copies of each manual in preliminary form as a condition of Substantial Completion. Architect will return copies with required corrections indicated within 15 days after Substantial Completion.

   1. Correct or modify each manual to comply with Architect's indicated corrections.
   2. Submit 2 copies of each corrected manual prior to Final Acceptance of the Work.
   3. Corrected preliminary manuals may be used for final submittal.

1.5 COORDINATION

A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.
PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Organization: Include a section in the directory for each of the following:
   1. List of documents.
   2. List of systems.
   3. List of equipment.
   4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 MANUALS, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
   1. Title page.
   2. Table of contents.

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
   1. Subject matter included in manual.
   2. Name and address of Project.
   3. Name and address of Owner.
   4. Date of submittal.
   5. Name, address, and telephone number of Contractor.
   6. Name and address of Architect.
   7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
   a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
   b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.

3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.


5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
   a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
   b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions.
2. Performance and design criteria if Contractor is delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:
   1. Product name and model number.
   2. Manufacturer's name.
   3. Equipment identification with serial number of each component.
   4. Equipment function.
   5. Operating characteristics.
   6. Limiting conditions.
   7. Performance curves.
   8. Engineering data and tests.
   9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:
   1. Startup procedures.
   2. Equipment or system break-in procedures.
   3. Routine and normal operating instructions.
   4. Regulation and control procedures.
   5. Instructions on stopping.
   7. Seasonal and weekend operating instructions.
   8. Required sequences for electric or electronic systems.
   9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.4 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
   1. Provide a summary list of all finish materials in manual at the front of the manual.

B. 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.

C. Product Information: Include the following, as applicable:
   1. Product name and model number.
   2. Manufacturer's name.
3. Color, pattern, and texture.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer’s written recommendations and the following:
   1. Inspection procedures.
   2. Types of cleaning agents to be used and methods of cleaning.
   3. List of cleaning agents and methods of cleaning detrimental to product.
   4. Schedule for routine cleaning and maintenance.
   5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
   1. Include procedures to follow and required notifications for warranty claims.

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment 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.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
   1. Standard printed maintenance instructions and bulletins.
   2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
   3. Identification and nomenclature of parts and components.
   4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
   1. Test and inspection instructions.
   2. Troubleshooting guide.
   3. Precautions against improper maintenance.
   4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
   5. Aligning, adjusting, and checking instructions.
   6. Demonstration and training videotape, if available.
E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. 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.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

1. Do not use original Project Record Documents as part of operation and maintenance manuals.
2. Comply with requirements of newly prepared Record Drawings in Division 01 Section "Project Record Documents."

F. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823
1. RELATED DOCUMENTS

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

1. SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

1.3 SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit two set(s) of marked-up Record Prints to Architect.

B. Record Specifications: Submit two copies of Project's Specifications, including addenda and contract modifications to Architect.

C. Record Product Data: Submit two copies of each Product Data submittal to Architect.

1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual in addition to submittal as Record Product Data.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.

b. Accurately record information in an understandable drawing technique.

c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.

b. Revisions to details shown on Drawings.

c. Depths of foundations below first floor.

d. Locations and depths of underground utilities.

e. Revisions to routing of piping and conduits.

f. Revisions to electrical circuitry.

g. Actual equipment locations.

h. Duct size and routing.

i. Locations of concealed internal utilities.

j. Changes made by Change Order or Construction Change Directive.

k. Changes made following Architect's written orders.

l. Details not on the original Contract Drawings.

m. Field records for variable and concealed conditions.

n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings, completely and accurately.

4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.

5. Mark important additional information that was either shown schematically or omitted from original Drawings.

6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.

2. Identification: As follows:

a. Project name.

b. Date.

c. Designation "PROJECT RECORD DRAWINGS."

d. Name of Architect.

e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

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

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
   1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
   2. Include significant changes in the product delivered to Project site and changes in manufacturer’s written instructions for installation.
   3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain copies of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect’s reference during normal working hours.

END OF SECTION 017839
SECTION 024119 - SELECTIVE STRUCTURE

DEMOLITION PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:
   1. Demolition and removal of selected portions of building or structure.
   2. Demolition and removal of selected exterior structure and site features.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner.

C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.

D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
   1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

C. As determined by the Owner, specific doors and door hardware will remain the property of the Owner.
1.5 PREINSTALLATION MEETINGS

A. Pre-demolition Conference: Conduct conference at Project site.
   1. Inspect and discuss condition of construction to be selectively demolished.
   2. Review limitations of existing structure.
   3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
   4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
   5. Review areas where existing construction is to remain and requires protection.

1.6 INFORMATIONAL SUBMITTALS

A. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control, and for noise control. Indicate proposed locations and construction of barriers.

B. Schedule of Selective Demolition Activities: Indicate the following:
   1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
   2. Coordination for shutoff, capping, and continuation of utility services, if any.
   3. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

C. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.

1.7 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

B. Landfill Records: Indicate receipt and acceptance of hazardous wastes, if any, by a landfill facility licensed to accept hazardous wastes.

1.8 FIELD CONDITIONS

A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
1. If suspected hazardous materials are encountered, do not disturb; immediately notify the Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

D. Storage or sale of removed items or materials on-site is not permitted.

E. Utility Service: Maintain existing utilities in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review any available record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.

C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
4. Cover and protect furniture, furnishings, and equipment that have not been removed.

C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches.
5. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
6. Remove elevated items and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
7. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
8. Dispose of demolished items and materials promptly.
B. Removed and Salvaged Items:
   1. Clean salvaged items.
   2. Store items in a secure area until delivery to Owner.
   3. Transport items to Owner's storage area on-site.
   4. Protect items from damage during transport and storage.

C. Removed and Reinstalled Items:
   1. Clean and repair items to functional condition adequate for intended reuse.
   2. Protect items from damage during transport and storage.
   3. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

E. Patching and Finishing of Materials: All required routing, extension, and/or connection of new piping, conduit, wiring, and/or similar construction in existing walls, ceilings, and floors that requires “opening” and/or cutting, and/or core drilling of existing materials shall require the Contractor to patch the specific existing materials involved per industry standards in an acceptable finished solution. Contractor shall employ workmen skilled and experienced in the specific types of work involved to perform patching. The Contractor shall field verify all existing conditions and provide all required work at no additional cost to the owner.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, then remove concrete between saw cuts.

B. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.

C. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI’s “Recommended Work Practices for the Removal of Resilient Floor Coverings.” Do not use methods requiring solvent-based adhesive strippers.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site.
   1. Do not allow demolished materials to accumulate on-site.
   2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

A. Clean adjacent surfaces, structures, and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119
SECTION 033000 - CAST-IN-PLACE

CONCRETE PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for the following:

1. Footings.
2. Foundation walls.
3. Slabs-on-grade, including concrete slabs, walks, and ramps.
4. Concrete stairs.
5. Other concrete items indicated.
6. Cast iron stair nosings.

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement subject to compliance with requirements.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.

1. Corner bars for providing for continuity of horizontal reinforcing around corners of footings, foundation walls, and other concrete items are required and shall be shown on shop drawings.

2. Approval of shop drawings by the Architect shall not relieve the Contractor of providing all reinforcing noted, shown, or implied by the project Contract Documents.

D. Product Data: For each of the following, signed by manufacturers:
1. Admixtures.
2. Form materials and form-release agents.
3. Steel reinforcement and accessories.
4. Curing compounds.
5. Joint-filler strips.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

B. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer’s plant, obtain aggregate from one source, and obtain admixtures through one source from a single manufacturer.

C. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
   1. ACI 301, "Specification for Structural Concrete," Sections 1 through 5.
   2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

D. Concrete Testing Service: The Owner will engage a qualified independent testing agency to perform evaluation tests

E. Special Inspections: The Owner shall engage an inspection agency to provide special inspections if and as required by the International Building Code. Costs for such inspection shall be paid directly to the inspection agency by the Owner.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
   1. Products: Subject to compliance with requirements, provide one of the products specified.
   2. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.
   3. Products or manufacturers other than those specified are subject to approval by Architect prior to bidding.
2.2 FORM-FACING MATERIALS

A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
   1. Metal, or other approved panel materials.

B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch (19 by 19 mm), minimum.

D. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

E. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spilling of concrete on removal.
   1. Furnish units that will leave no corrodible metal closer than 1 inch (25 mm) to the plane of exposed concrete surface.
   2. Furnish ties that, when removed, will leave holes no larger than 1 inch (25 mm) in diameter in concrete surface.
   3. Furnish ties with integral water-barrier plates to walls indicated to receive damp proofing or waterproofing.

2.3 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

B. Plain-Steel Wire: ASTM A 82, as drawn.

2.4 REINFORCEMENT ACCESSORIES

A. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), plain-steel bars, cut bars true to length with ends square and free of burrs.

B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:
   1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.
2.5 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:

1. Portland Cement: ASTM C 150, Type I or II, gray.

B. Normal-Weight Aggregates: ASTM C 33, coarse aggregate or better, graded. Provide aggregates from a single source with documented service record data of at least 10 years’ satisfactory service in similar applications and service conditions using similar aggregates and cementitious materials.

1. Maximum Coarse-Aggregate Size: 3/4 inch (19 mm) nominal.
2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.


2.6 ADMIXTURES


B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

2.7 CURING MATERIALS

A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

1. Available Products:
   a. ChemMasters; Spray-Film.
   b. Conspec Marketing & Manufacturing Co., Inc., a Dayton Superior Company; Aquafilm.
   c. Dayton Superior Corporation; Sure Film.
   d. Euclid Chemical Company (The); Eucobar.
   e. Kaufman Products, Inc.; Vapor Aid.
f. Lambert Corporation; Lambco Skin.
g. L&M Construction Chemicals, Inc.; E-Con.
h. MBT Protection and Repair, Div. of ChemRex; Confilm.
i. Meadows, W. R., Inc.; Sealtight Evapre.
j. Metalcrete Industries; Waterhold.
k. Nox-Crete Products Group, Kinsman Corporation; Monofilm.
l. Sika Corporation, Inc.; SikaFilm.

B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.

C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

D. Water: Potable.

E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
1. Products:
   a. ChemMasters; Safe-Cure Clear.
   b. Conspec Marketing & Manufacturing Co., Inc., a Dayton Superior Company; W.B. Resin Cure.
   c. Dayton Superior Corporation; Day Chem Rez Cure (J-11-W).
   d. Euclid Chemical Company (The); Kurez DR VOX.
   f. Lambert Corporation; Aqua Kure-Clear.
   g. L&M Construction Chemicals, Inc.; L&M Cure R.
   i. Nox-Crete Products Group, Kinsman Corporation; Resin Cure E.

F. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
1. Products:
   a. ChemMasters; Polyseal WB.
   b. Conspec Marketing & Manufacturing Co., Inc., a Dayton Superior Company; Sealcure 1315 WB.
   c. Euclid Chemical Company (The); Super Diamond Clear VOX.
   e. Lambert Corporation; UV Safe Seal.
   h. Metalcrete Industries; Metcure 30.
2.8 RELATED MATERIALS


B. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

2.9 CAST IRON STAIR NOSINGS

A. Basis-of-Design Product: Subject to compliance with requirements, provide the following:

1. The Mat King, Type 101.
   
   a. Size: 4 inches wide x 4'-0" long.
   
   b. Material: Cast iron with abrasive surfacing.

B. Products by other manufacturers are subject to approval prior to bidding.

2.10 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.

1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.

B. Cementitious Materials: Fly ash may be used to reduce the total amount of Portland cement in concrete footings, foundation walls and piers and concrete walls only. Limit percentage, by weight, of cementitious materials other than Portland cement in concrete as follows:

1. Fly Ash: 15 percent.

C. Limit water-soluble, chloride-ion content in hardened concrete to 0.06 percent by weight of cement.

D. Admixtures: Use admixtures according to manufacturer's written instructions.

   1. Use water-reducing or high-range water-reducing admixture in concrete, as required, for placement and workability.
   
   2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
   
   3. Use water-reducing admixture in pumped concrete, and concrete with a water-cementitious materials ratio below 0.50.
2.11 CONCRETE MIXTURES FOR BUILDING ELEMENTS

A. Footings: Proportion normal-weight concrete mixture as follows:
   1. Minimum Compressive Strength: 4000 psi (27.5 Mpa) at 28 days.
   2. Maximum Water-Cementitious Materials Ratio: 0.50.
   3. Slump Limit: 4 inches (100 mm).
   4. Air Content: 5 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch (19-mm) nominal maximum aggregate size.

B. Foundation Walls: Proportion normal-weight concrete mixture as follows:
   1. Minimum Compressive Strength: 4000 psi (27.5 MPa) at 28 days.
   2. Maximum Water-Cementitious Materials Ratio: 0.45.
   3. Slump Limit: 4 inches (100 mm).
   4. Air Content: 5 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch (19-mm) nominal maximum aggregate size.

C. Slabs-on-Grade, Exterior (includes slabs, ramps, and stairs): Proportion normal-weight concrete mixture as follows:
   1. Minimum Compressive Strength: 4000 psi (27.5 MPa) at 28 days.
   2. Maximum Water-Cement Ratio: 0.45.
   3. Slump Limit: 4 inches (100 mm).
   4. Air Content: 5 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch (19-mm) nominal maximum aggregate size.
   5. Synthetic Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than 1.5 lb/cu. yd. (0.90 kg/cu. m).

2.12 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."
   1. Corner bars for providing for continuity of horizontal reinforcing around corners of footings, foundation walls, and other concrete items are required.

2.13 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.
   1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.
PART 3 - EXECUTION

3.1 FORMWORK

A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.

B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.

C. Limit concrete surface irregularities, designated by ACI 347R as abrupt or gradual, as follows:
   1. Class A, 1/8 inch (3.2 mm) for smooth-formed finished surfaces.
   2. Class B, 1/4 inch (6 mm) for rough-formed finished surfaces.

D. Construct forms tight enough to prevent loss of concrete mortar.

E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
   1. Install keyways, reglets, recesses, and the like, for easy removal.
   2. Do not use rust-stained steel form-facing material.

F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.

G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

H. Chamfer exterior corners and edges of permanently exposed concrete only where indicated.

I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.

J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEMS
A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC’s "Code of Standard Practice for Steel Buildings and Bridges."
2. Install dovetail anchor slots in concrete structures as indicated.

B. All sleeves, anchor bolts, dowels, and reinforcing items, together with anchors, weld plates, bearing plates, etc. to be set in concrete, shall be positioned and securely anchored in place prior to placement of concrete. Such items shall not be pushed into freshly placed concrete.

3.3 REMOVING AND REUSING FORMS

A. General: Formwork for sides of footings, walls, piers, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 24 hours after placing concrete, if concrete is hard enough to not be damaged by form-removal operations and curing and protection operations are maintained.

B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.

C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

3.4 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.

1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.

C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.

D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

E. Install welded wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.
3.5 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
   1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
   2. Form keyed joints where indicated. Embed keys at least 1-1/2 inches (38 mm) into concrete.

C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one- fourth of concrete thickness as follows:
   1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch (3.2 mm). Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
   2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3.2-mm-) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.

D. Isolation Joints in Slabs-on-Grade: Install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
   1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface, unless otherwise indicated.
   2. Terminate full-width joint-filler strips not less than 1/2 inch (13 mm) or more than 1 inch (25 mm) below finished concrete surface where joint sealants, specified in Division 07 Section "Joint Sealants," are indicated.
   3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.

E. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

3.6 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.

B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect in writing.
   1. Do not add water to concrete after adding high-range water-reducing admixtures
to mixture.

C. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.

1. Deposit concrete in horizontal layers of depth to not exceed formwork design pressures and in a manner to avoid inclined construction joints.
2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

B. Deposit and consolidate concrete for slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
3. Screed slab surfaces with a straightedge and strike off to correct elevations.
4. Slope surfaces uniformly to drains where required.
5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleed water appears on the surface. Do not further disturb slab surfaces before starting finishing operations.

C. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When average high and low temperature is expected to fall below 40 deg F (4.4 deg C) for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

D. Hot-Weather Placement: Comply with ACI 301 and as follows:

1. Maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor’s option.
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.
3.7 FINISHING FORMED SURFACES

A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
   1. Apply to concrete surfaces not exposed to public view.

B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
   1. Apply to concrete surfaces exposed to public view.

C. Rubbed Finish: Apply the following to smooth-formed finished as-cast concrete where exposed to public view:
   1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.

D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.8 FINISHING SLABS

A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture.
   1. Apply float finish to surfaces indicated or to receive trowel finish.

C. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance.
1. Apply a trowel finish to surfaces exposed to view.

2. Finish surfaces to the following tolerances, according to ASTM E 1155 (ASTM E 1155M), for a randomly trafficked floor surface:
   a. Specified overall values of flatness, F(F) 35; and of levelness, F(L) 30; with minimum local values of flatness, F(F) 25; and of levelness, F(L) 20 for slabs on grade.
   b. Specified overall values of flatness, F(F) 30; and of levelness, F(L) 25; with minimum local values of flatness, F(F) 25; and of levelness, F(L) 20; for suspended slabs.

D. Trowel and Fine-Broom Finish: Apply a first trowel finish to all horizontal concrete traffic surfaces. While concrete is still plastic, slightly scarify surface with a fine broom. Refer to 3.8.E. below for exterior concrete ramps.

1. Comply with flatness and levelness tolerances for trowel finished floor surfaces.

E. Broom Finish: Apply a broom finish to exterior concrete ramps.

1. Immediately after trowel finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

3.9 MISCELLANEOUS CONCRETE ITEMS

A. Filling In: Fill in holes and openings left in concrete structures, unless otherwise indicated, after work of other trades is in place. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.

B. Curbs: Provide monolithic finish to curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

3.10 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.

B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer’s written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for the remainder of the curing period.

D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.

E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
   a. Water.
   b. Continuous water-fog spray.
   c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
   a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
   b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
   c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer certifies will not interfere with bonding of floor covering used on Project.
   d. MOISTURE RETAINING COVER CURING ONLY SHALL BE USED FOR CONCRETE SLABS TO RECEIVE STAIN.

3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
   a. After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer.

4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.11 CONCRETE SURFACE REPAIRS
A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part Portland cement to two and one-half parts fine aggregate passing a No. 16 (1.18-mm) sieve, using only enough water for handling and placing.

C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.

   1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch (13 mm) in any dimension in solid concrete, but not less than 1 inch (25 mm) in depth. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.

   2. Repair defects on surfaces exposed to view by blending white Portland cement and standard Portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.

   3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.

D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

   1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch (0.25 mm) wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.

   2. After concrete has cured at least 14 days, correct high areas by grinding.

   3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.

   4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.

   5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch (6 mm) to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.

   6. Repair defective areas, except random cracks and single holes 1 inch (25 mm) or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch (19-mm) clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete
of same materials and mixture as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

7. Repair random cracks and single holes 1 inch (25 mm) or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.

F. Repair materials and installation not specified above may be used, subject to Architect's approval.

3.12 FIELD QUALITY CONTROL

A. Testing and Inspecting: Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections as required by applicable codes, as required by agencies having jurisdiction, and as directed by the Architect and prepare test reports. Costs for such testing will be paid directly to the inspecting and testing agency by the Owner.

B. Inspections may include the following and testing indicated in Paragraphs C. and D. below:

1. Steel reinforcement placement.
2. Steel reinforcement welding.
3. Headed bolts and studs.
4. Verification of use of required design mixture.
5. Concrete placement, including conveying and depositing.
6. Curing procedures and maintenance of curing temperature.
7. Verification of concrete strength before removal of shores and forms from beams and slabs.

C. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172.

1. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
2. Air Content: ASTM C 231, pressure method, for normal-weight concrete. One test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
3. Concrete Temperature: ASTM C 1064/C 1064M.
4. Compression Test Specimens: ASTM C 31/C 31M.
5. Compressive-Strength Tests: ASTM C 39/C 39M; one set of specimens tested at 7 days and one set of specimens at 28 days.
6. When strength of field-cured cylinders is less than 85 percent of companion laboratory- cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
7. Strength of each concrete mixture will be satisfactory only if no compressive-strength test value falls below specified compressive strength.
8. Test results will be reported in writing to Architect, Owner, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

9. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.

10. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Architect.

11. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

12. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

D. Measure floor and slab flatness and levelness according to ASTM E 1155 (ASTM E 1155M) within 48 hours of finishing.

END OF SECTION 033000
SECTION 061000 - ROUGH

CARPENTRY PART 1 - GENERAL

1. RELATED DOCUMENTS

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

1. SUMMARY

A. This Section includes the following:

1. Dimensional lumber.
2. Wood blocking, backing, plates, and nailers.

1.3 DEFINITIONS

A. Dimension Lumber: Lumber of 2 inches nominal (38 mm actual) or greater but less than 5 inches nominal (114 mm actual) in least dimension.

B. Lumber grading agencies, and the abbreviations used to reference them, include the following:

1. WWPA: Western Wood Products Association.

1.4 SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
2. Product information and structural property data for engineered wood products and structural data and shop drawings for engineered joists (roof trusses) prepared, stamped, and signed by licensed Idaho professional engineer.

B. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:

1. Wood-preservative-treated wood.
2. Fire-retardant-treated wood.
1.5 DELIVERY, STORAGE, AND HANDLING

A. Stack lumber flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

B. During the construction period, provide means for adequate distribution of concentrated loads so that the carrying capacity of any component is not exceeded.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
3. Provide dressed lumber, S4S, unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER


1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by the American Lumber Standards Committee (ALSC) Board of Review.

D. Application: Treat items indicated on Drawings as “WPT.”

2.3 PRESERVATIVE WOOD TREATMENT BY PRESSURE PROCESS

A. General: Where lumber is indicated as preservative-treated wood or is specified herein to be treated, comply with applicable requirements of AWPA Standards C2 (Lumber). Mark each treated item with the AWPB or SPIB Quality Mark Requirements.
B. Pressure-treat above-ground items with water-borne preservatives to a minimum retention of 0.25 pcf. For interior uses, after treatment, kiln-dry lumber to a maximum moisture content of 19 percent. Treat indicated items.

1. All wood members in direct contact with concrete or masonry shall be pressure treated as specified herein.

2.4 FIRE-RETARDANT-TREATED MATERIALS

A. General: Comply with performance requirements in AWPA C20 (lumber) and AWPA C27 (plywood).

1. Use Exterior type for exterior locations and where indicated.
2. Use Interior Type A, unless otherwise indicated.

B. Identify fire-retardant-treated wood with appropriate classification marking of testing and inspecting agency acceptable to authorities having jurisdiction.

C. Application: Treat items indicated on Drawings as “FRT” or “Fire Retardant Treated”.

2.5 DIMENSION LUMBER

A. For light framing (non-structural, 2” to 4” thick, 2 to 4” wide) including non-load bearing studs, blocking, curbs, etc.

1. No. 2 and better
   a. Douglas Fir and Douglas Fir-Larch graded under WWPA or WCLIB rules.

B. For structural light framing and structural framing (2” to 4” thick, 2” and wider) including joists, load bearing studs, plates, ledgers, lintels, beams, etc.

1. No. 2 and better
   a. Douglas Fir and Douglas Fir-Larch graded under WWPA or WCLIB rules.

2.6 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Backing.

B. For items of dimension lumber size, provide Construction or No. 2 grade lumber with 15 percent maximum moisture content and the following species:

1. Hem-fir; WWPA.
C. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

2.7 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.

1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservation treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

B. Nails, Brads, and Staples: ASTM F 1667.


E. Lag Bolts: ASME B18.2.1 (ASME B18.2.3.8M).

F. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.

G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.


H. Fastening Requirements: Fastener types, sizes, and spacings shall be as specified on Drawings and per requirements of the 2006 International Building Code.

2.11. MISCELLANEOUS MATERIALS

A. Asphalt-Saturated Building Paper: No. 15, unperforated organic felt, complying with ASTM D226 Type 1, 36” wide, approximate weight 18 lbs./square, asbestos free. (For separation of untreated wood and masonry surfaces).
PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate blocking, backing, plates, nailers and similar supports to comply with requirements for attaching other construction.

B. Metal Framing Anchors: Install metal framing to comply with manufacturer's written instructions.

C. Provide blocking, backing, plates, and nailers as indicated and as required to support facing materials, fixtures, specialty items, trim, and other items as indicated.

D. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

E. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

   1. Use copper naphthenate.

F. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated on Drawings and as required by the 2006 edition of the IBC.

3.2 WOOD GROUNDS, PLATES, NAILERS, AND SLEEPERS

A. Install wood grounds, plates, nailers, and sleepers where shown and where required for screeding or attachment of other work. Form to shapes as shown and cut as required for true line and level of work to be attached. Coordinate location with other work involved.

B. Attach to substrates as required to support applied loading. Countersink bolts and nuts flush with surfaces, where indicated. Provide washers at all nuts.

C. Use preservative treated wood where members are in contact with concrete or masonry.

3.3 WOOD FURRING AND BLOCKING

A. Install plumb and level with closure strips at edges and openings. Shim with wood as required for tolerance of finished work.

   1. Use fire retardant treated material unless specifically noted otherwise.
3.4. WOOD FRAMING, GENERAL


B. Install framing members of size and spacing indicated.

C. Anchor and nail as shown, and to comply with the most restrictive provisions of the following:
   3. Published requirements of manufacturers of engineered framing members, proprietary sheathing products, and metal framing anchors.

D. Do not splice structural members between supports.

END OF SECTION 061000
SECTION 064116 – PLASTIC LAMINATE FACED ARCHITECTURAL CABINETS PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:
   1. Plastic-laminate-faced architectural cabinets.
   2. Plastic-laminate countertops.
   3. Miscellaneous plastic laminate covered woodwork.
   4. Wood furring, blocking, shims, and hanging strips for installing plastic-laminate-faced architectural cabinets unless concealed within other construction before cabinet installation.

B. Related Requirements:
   1. Section 061000 "Rough Carpentry" for wood furring, blocking, shims, and hanging strips required for installing cabinets and concealed within other construction before cabinet installation.

1.3 PREINSTALLATION MEETINGS

A. Pre-installation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product, including, panel products, high-pressure decorative laminate, adhesive for bonding plastic laminate, fire-retardant-treated materials, and cabinet hardware and accessories.
   1. Include data for fire-retardant treatment from chemical-treatment manufacturer and certification by treating plant that treated materials comply with requirements.

B. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components.
   1. Show details full size.
   2. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
   3. Show locations and sizes of cutouts and holes for electrical switches and outlets, and other items installed in architectural plastic-laminate cabinets.

C. Samples for Initial Selection:
   1. Plastic laminates.
2. PVC edge material.
3. Thermoset decorative panels.

D. Samples for Verification:

1. Plastic laminates, 12 by 12 inches (300 by 300 mm), for each type, color, pattern, and surface finish, with one sample applied to core material, and specified edge material applied to one edge.
2. Wood-grain plastic laminates, 24 by 24 inches (600 by 600 mm), for each type, pattern and surface finish, with one sample applied to core material, and specified edge material applied to one edge.
3. Thermoset decorative panels, 12 by 12 inches (300 by 300 mm), for each color, pattern, and surface finish, with edge banding on one edge.
4. Corner pieces as follows:
   a. Cabinet-front frame joints between stiles and rails, as well as exposed end pieces, eighteen (18) inches (450 mm) high by eighteen (18) inches (450 mm) wide by six (6) inches (150 mm) deep.
   b. Miter joints for standing trim.
5. Exposed cabinet hardware and accessories, one unit for each type and finish.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer and fabricator.

B. Product Certificates: For the following:

1. Composite wood products.
2. Thermoset decorative panels.
3. High-pressure decorative laminate.
4. Adhesives.

C. Woodwork Quality Standard Compliance: Compliance with the AWI (Architectural Woodwork Institute) and AWS (Architectural Woodwork Standards) are to be applied to the production and installation of all architectural wood products.

D. Evaluation Reports: For fire-retardant-treated materials, from ICC-ES.

1.6 QUALITY ASSURANCE

A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.

B. Installer Qualifications: Woodwork Quality Standard Compliance: Compliance with the AWI (Architectural Woodwork Institute) and AWS (Architectural Woodwork Standards) are to be applied to the production and installation of all architectural wood products. AWI Certification is not required.
C. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant-treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

D. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
   1. Build mockups of typical plastic-laminate cabinets as shown on Drawings.
   2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Do not deliver cabinets until painting and similar operations that could damage woodwork have been completed in installation areas. If cabinets must be stored in other than installation areas, store only in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.

1.8 FIELD CONDITIONS

A. Environmental Limitations: Do not deliver or install cabinets until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.

B. Environmental Limitations: Do not deliver or install cabinets until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature between 60 and 90 deg F (16 and 32 deg C) and relative humidity between 40 and 60 percent during the remainder of the construction period.

C. Field Measurements: Where cabinets are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
   1. Locate concealed framing, blocking, and reinforcements that support cabinets by field measurements before being enclosed, and indicate measurements on Shop Drawings.

D. Established Dimensions: Where cabinets are indicated to fit to other construction, establish dimensions for areas where cabinets are to fit. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

1.9 COORDINATION

A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that cabinets can be supported and installed as indicated.
PART 2 - PRODUCTS

2.1 PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS

A. Quality Standard: Unless otherwise indicated, comply with the "Architectural Woodwork Standards" for grades of architectural plastic-laminate cabinets indicated for construction, finishes, installation, and other requirements.

1. Compliance with the AWI (Architectural Woodwork Institute) and AWS (Architectural Woodwork Standards) are to be applied to the production and installation of all architectural wood products.
2. The Contract Documents contain selections chosen from options in the quality standard and additional requirements beyond those of the quality standard. Comply with those selections and requirements in addition to the quality standard.
3. Compliance with AWS Casework Design Series (CDS) Numbering system is required with the design and construction of the specified cabinets.
4. Refer to AWI Standards for surface terminology.

B. Grade: Premium.

C. Type of Construction: Flush overlay.

D. Cabinet, Door, and Drawer Front Interface Style: Full overlay or as indicated on drawings.

E. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or if not indicated, as required by woodwork quality standard.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Formica Corporation.
   b. Wilsonart.
   c. Arborite.
   d. Nevamar.
   e. Or approved equal.

F. Laminate Cladding for Exposed Surfaces:

1. Horizontal Surfaces: Grade HGS.
2. Postformed Surfaces: Grade HGP.
3. Vertical Surfaces: Grade VGS.
4. Edges: PVC edge banding, 0.12 inch (3mm) thick, matching laminate in color, pattern, and finish.
5. Pattern Direction: Vertically for doors and fixed panels, horizontally for drawer fronts or as indicated.

G. Materials for Semiexposed Surfaces:

1. Surfaces Other Than Drawer Bodies: High-pressure decorative laminate, NEMA LD 3, Grade VGS.
a. Edges of Plastic-Laminate Shelves: PVC edge banding, 0.12 inch (3mm) thick, matching laminate in color, pattern, and finish.
b. Edges of Thermoset Decorative Panel Shelves: PVC or polyester edge banding.

2. Drawer Sides and Backs: Thermoset decorative panels with PVC or polyester edge banding.
3. Drawer Bottoms: Thermoset decorative panels.

H. Concealed Backs of Panels with Exposed Plastic-Laminate Surfaces: High-pressure decorative laminate, NEMA LD 3, Grade BKL.

I. Drawer Construction: Fabricate with exposed fronts fastened to subfront with mounting screws from interior of body.
   1. Join subfronts, backs, and sides with glued rabbeted joints supplemented by mechanical fasteners or glued dovetail joints.

J. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
   1. As selected by Architect from laminate manufacturer's full range in the all categories. Including wood grains with matte finish and grain direction, vertical on all vertical cabinet surfaces.

K. Materials for exposed interior surfaces:
   a. For exposed interiors of panel with exposed plastic laminate surfaces, provide surface of high-pressure decorative laminate, NEMA LD 3, Grade VGS
   b. Edges of Plastic-Laminate Shelves: PVC edge banding, 0.12 inch (3mm) thick, matching laminate in color, pattern, and finish.
   c. Edges of Thermoset Decorative Panel Shelves: PVC or polyester edge banding.

2.2 PLASTIC-LAMINATE COUNTERTOPS

A. Grade: Premium

B. High-Pressure Decorative Laminate Grade: HGS.

C. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
   1. As selected by Architect from manufacturer's full range in one or both of the following categories:
      a. Solid colors with core same color as surface, matte finish.
      b. Non-wood grain patterns, matte finish.
D. Edge Treatment: Same as laminate cladding on horizontal surfaces at vertical splashes. PVC edge banding, 0.12 inch (3mm) thick, matching laminate in color, pattern, and finish, at vertical countertop edges. Provide two inch radius at all outside countertop corners.

E. Core Material: Particleboard made with water resistant exterior glue.

F. Backer Sheet: Provide plastic-laminate backer sheet, Grade BK1, on underside of countertop substrate.

2.3 UTILITY SHELVING, OPEN AND WITHIN CABINETS

A. Grade: Custom.

B. Shelf Material: 3/4-inch (19-mm) thermoset decorative panel with PVC or polyester edge banding.

2.4 WOOD MATERIALS

A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of woodwork and quality grade specified unless otherwise indicated.

1. Wood Moisture Content: 5 to 10 percent.

B. Composite Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of woodwork and quality grade specified unless otherwise indicated.

1. Medium-Density Fiberboard: ANSI A208.2, Grade 130, made with binder containing no urea formaldehyde. Moisture resistant MDF shall be utilized at all sink base locations.
5. Thermoset Decorative Panels: Particleboard or medium-density fiberboard finished with thermally fused, melamine-impregnated decorative paper and complying with requirements of NEMA LD 3, Grade VGL, for test methods 3.3, 3.4, 3.6, 3.8, and 3.10.

2.5 CABINET HARDWARE AND ACCESSORIES

A. General: Provide cabinet hardware and accessory materials associated with architectural cabinets except for items specified in Section 087111 "Door Hardware (Descriptive Specification)."

B. Frameless Concealed Hinges (European Type): BHMA A156.9, B01602, 170 degrees of opening, self-closing.

C. Back-Mounted Pulls: BHMA A156.9, B02011. Solid metal, 4 inches long and 5/16 in diameter.

D. Catches: Magnetic catches, BHMA A156.9, B03141. Interior double door catch to be
equal to “Ives” elbow catch.

E. Adjustable Shelf Standards and Supports: BHMA A156.9, B04102; with shelf brackets, B04112.

F. Shelf Rests: BHMA A156.9, B04013; metal, one pin type with spiked or ribbed anti-slide feature. Equal to “Hafele 282.24.720.

G. Drawer Slides: BHMA A156.9, B05091
   1. Heavy Duty Grade 1HD-100 and Grade HD-200: Side mounted and extending under bottom edge of drawer; full-extension; epoxy-coated steel with polymer rollers.
   2. For drawers, not more than three (3) inches (75 mm) high and not more than twenty-four (24) inches (600 mm) wide, provide Grade 1.

H. Door Locks: BHMA A156.11, E07121. All locks within a given room shall be keyed alike. Locks in different rooms shall be keyed differently.

I. Drawer Locks: BHMA A156.11, E07041. All locks within a given room shall be keyed alike. Locks in different rooms shall be keyed differently.

J. Door and Drawer Silencers: BHMA A156.16, L03011.

K. Exposed and concealed Hardware Finishes: For exposed hardware, provide finish that complies with BHMA A156.18 for BHMA finish number indicated.

L. Grommets for Cable Passage through Countertops: 3-inch (51-mm) OD, black, molded-plastic grommets and matching plastic caps with slot for wire passage.

M. Coat Hooks: Ives 580 A15, satin nickel finish, or equal.

N. For concealed hardware, provide manufacturer’s standard finish that complies with product class requirements in BHMA A156.9.
   1. US26D Dull Chrome.

O. Hanger Rod: 1-1/16 inch diameter by length required chrome hanger rod with full flange chrome supports for screw attachment by U.S. Futaba, Inc. or equal.

P. Rod Support & Shelf Bracket: Equal to U.S. Futaba, Inc. or equal. Item No. 72535 82 184 White. Shelf to be 14” deep.


R. Wheel Casters: 4” diameter industrial grade rubber casters. (2) locking per cabinet. Similar to model 3ABK4 x 1-1/4-SML. www.castercity.com

paint to match laminate color or color as selected by Architect.

T. Door and Shelf Glass: 1/4” clear tempered safety glass.

U. Aluminum Track: Clear anodized double channel extruded aluminum.

V. Millwork Trim Accessories: “Fry Reglet Corporation”, 1” millwork reveal – MWC10050, clear anodized finish. Refer to drawings and details for locations.

2.6

A. Furring, Blocking, Shims, and Hanging Strips: Fire-retardant-treated softwood lumber, kiln dried to less than fifteen (15) percent moisture content.

B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous- metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.

C. Adhesives: Do not use adhesives that contain urea formaldehyde.

2.7 FABRICATION

A. Fabricate cabinets to dimensions, profiles, and details indicated.

B. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.

1. Notify Architect seven days in advance of the dates and times woodwork fabrication will be complete.

2. Trial fit assemblies at fabrication shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended and check measurements of assemblies against field measurements before disassembling for shipment.

C. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

PART 3 - EXECUTION

3.1 PREPARATION

A. Before installation, condition cabinets to average prevailing humidity conditions in installation areas.

B. Before installing cabinets, examine shop-fabricated work for completion and complete work as required.
3.2 INSTALLATION

A. Grade: Install cabinets to comply with same grade as item to be installed.

B. Assemble cabinets and complete fabrication at Project site to the extent that it was not completed in the shop.

C. Install cabinets, level, plumb, true, and straight. Shim as required with concealed shims. Install level and plumb to a tolerance of 1/16-inch in 96 inches (1.5 mm in 2400 mm).

D. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure floor mounted cabinets and shelving to walls with countersunk, capped screws and/or blind nailing at 32 inches o.c. into wood framing or blocking as required for complete installation. Secure wall hung closed cabinets through back, near top and bottom, at ends and not more than 16 inches (400 mm) o.c. with No. 10 wafer-head screws sized for 1-inch (25-mm) penetration into wood framing, blocking, or hanging strips or No. 10 wafer-head sheet metal screws through metal backing or metal framing behind wall finish. Secure wall hung open cabinets and shelving with countersunk, capped screws at top and bottom at no less than 12 inches o.c.

1. Use filler matching finish of items being installed.

E. Cabinets: Install without distortion so doors and drawers fit openings properly and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.

1. Install cabinets with no more than 1/16-inch in 96-inch (3 mm in 2400-mm) sag, bow, or other variation from a straight line.
2. Fasten wall cabinets through back, near top and bottom, and at ends not more than sixteen (16) inches (400 mm) o.c. with No. 10 wafer-head screws sized for not less than 1-1/2-inch (38-mm) penetration into wood framing, blocking, or hanging strips.

F. Countertops: Anchor securely by screwing through corner blocks of base cabinets or other supports into underside of countertop.

1. Align adjacent solid-surfacing-material countertops and form seams to comply with manufacturer's written recommendations using adhesive in color to match countertop. Carefully dress joints smooth, remove surface scratches, and clean entire surface.
2. Install countertops with no more than 1/8 inch in 96-inch (3 mm in 2400-mm) sag, bow, or other variation from a straight line.
3. Secure backsplashes to tops with concealed metal brackets at 16 inches (400 mm) o.c. and to walls with adhesive.
4. Caulk space between backsplash and wall with sealant specified in Division 07 Section "Joint Sealants."

3.3 ADJUSTING AND CLEANING

A. Repair damaged and defective cabinets, where possible, to eliminate functional and visual defects; where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.
B. Clean, lubricate, and adjust hardware.
C. Clean cabinets on exposed and semi-exposed surfaces.

084113 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS PART

1 - GENERAL

1. RELATED DOCUMENTS

1

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

1. SUMMARY

2

A. Section Includes:

1. Interior manual-swing and automatically operated entrance doors and door-frame units.
   a. Items of door hardware for aluminum entrances are specified in Specifications Section 087100 – Door Hardware. Coordinate all requirements of the specified door hardware with the aluminum door and frame for proper prepping of all hardware. Coordinate all access control equipment and hardware with the installer of the access control system and the electrical contractor.

1.3 PERFORMANCE REQUIREMENTS

A. General Performance: Aluminum-framed systems shall withstand the effects of the following performance requirements without exceeding performance criteria or failure due to defective manufacture, fabrication, installation, or other defects in construction:

1. Movements of supporting structure including, but not limited to, story drift and deflection from uniformly distributed and concentrated live loads.
2. Dimensional tolerances of building frame and other adjacent construction.
3. Failure includes the following:
   a. Deflection exceeding specified limits.
   b. Thermal stresses transferring to building structure.
   c. Framing members transferring stresses, including those caused by thermal and structural movements to glazing.
   d. Glazing-to-glazing contact.
   e. Noise or vibration created by wind and by thermal and structural movements.
   f. Loosening or weakening of fasteners, attachments, and other components.
g. Sealant failure.
h. Failure of operating units.

B. Structural Loads:

1. Wind Loads:
   a. Basic Wind Speed: 120 mph (40 m/s).
   b. Importance Factor: 1.15
   c. Exposure Category: C.

2. Seismic Loads: As indicated on Drawings.

C. Deflection of Framing Members:

1. Deflection Normal to Wall Plane: Limited to edge of glass in a direction perpendicular to glass plane shall not exceed L/175 of the glass edge length for each individual glazing lite or an amount that restricts edge deflection of individual glazing lites to 3/4 inch (19 mm), whichever is less.

2. Deflection Parallel to Glazing Plane: Limited to L/360 of clear span or 1/8 inch (3.2 mm), whichever is smaller.

D. Structural-Test Performance: Provide aluminum-framed systems tested according to ASTM E 330 as follows:

   1. When tested at positive and negative wind-load design pressures, systems do not evidence deflection exceeding specified limits.

   2. When tested at 150 percent of positive and negative wind-load design pressures, systems, including anchorage, do not evidence material failures, structural distress, and permanent deformation of main framing members exceeding 0.2 percent of span.

E. Air Infiltration: Provide aluminum-framed systems with maximum air leakage through fixed glazing and framing areas of 0.06 cfm/sq. ft. (0.03 L/s per sq. m) of fixed wall area when tested according to ASTM E 283 at a minimum static-air-pressure difference of 6.24 lbf/sq. ft. (300 Pa).

F. Water Penetration under Static Pressure: Provide aluminum-framed systems that do not evidence water penetration through fixed glazing and framing areas when tested according to ASTM E 331 at a minimum static-air-pressure difference of 8.0 lb/sq. ft.

G. Condensation Resistance: Provide aluminum-framed systems with fixed glazing and framing areas having condensation-resistance factor (CRF) of not less than 53 when tested according to AAMA 1503.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for aluminum-framed systems.

B. Shop Drawings: For aluminum-framed systems. Include plans, elevations, sections, details, and attachments to other work.
1. Include details of provisions for system expansion and contraction and for drainage of moisture in the system to the exterior.
2. For entrance doors, include hardware schedule and indicate operating hardware types, functions, quantities, and locations.

C. Samples for Color Selection /verification: For units with factory-applied color finishes.
D. Qualification Data: For qualified Installer.
E. Warranties: Provide product, color, and finish warranties.

1.5 QUALITY ASSURANCE
A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
B. Engineering Responsibility: Prepare data for aluminum-framed systems, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in systems similar to those indicated for this Project.
C. Accessible Entrances: Comply with applicable provisions in ICC/ANSI A117.1.
D. Source Limitations for Aluminum-Framed Systems: Obtain from single source from single manufacturer.

1.6 PROJECT CONDITIONS
A. Field Measurements: Verify actual locations of structural supports and rough opening sizes for aluminum-framed systems by field measurements before fabrication and indicate measurements on Shop Drawings.

1.7 WARRANTY
A. Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of aluminum-framed systems that do not comply with requirements or that fail in materials or workmanship within specified warranty period.
1. Failures include, but are not limited to, the following:
   a. Structural failures including, but not limited to, excessive deflection.
   b. Noise or vibration caused by thermal movements.
   c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
   d. Adhesive or cohesive sealant failures.
   e. Water leakage through fixed glazing and framing areas.
   f. Failure of operating components.
2. Warranty Period: One year from date of Substantial Completion.
B. Finish Warranty: Manufacturer's standard form in which manufacturer agrees to repair
or replace components on which finishes do not comply with requirements or that fail in materials or workmanship within specified warranty period. Warranty does not include normal weathering.

1. Warranty Period: One year from date of Substantial Completion.

1.8 MAINTENANCE TOOLS AND INSTRUCTIONS

A. Entrance Door Hardware:

1. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of entrance door hardware if required.

PART 2 - PRODUCTS

2.1 MANUFACTURERS / PRODUCTS

A. Manufacturers: Subject to compliance with requirements, provide the following:

1. Storefront Framing:

   b. Vistawall / Series 3000 (Center Plane Glazing)

2. Entrances:

   a. Kawneer North America / 500 Heavy Wall.
   b. Vistawall / Wide Stile.

B. Equivalent products by EFCO are subject to the approval of the Architect.

2.2 MATERIALS

A. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.

2. Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221 (ASTM B 221M).
4. Structural Profiles: ASTM B 308/B 308M.
5. Welding Rods and Bare Electrodes: American Welding Society (AWS) AWS A5.10/A5.10M.

B. Steel Reinforcement: Manufacturer's standard zinc-rich, corrosion-resistant primer, complying with Society for Protective Coatings (SSPC) SSPC-PS Guide No. 12.00; applied immediately after surface preparation and pretreatment. Select surface preparation methods according to recommendations in SSPC-SP COM and prepare
surfaces according to applicable SSPC standard.

1. Structural Shapes, Plates, and Bars: ASTM A 36/A 36M.
2. Cold-Rolled Sheet and Strip: ASTM A 1008/A 1008M.
3. Hot-Rolled Sheet and Strip: ASTM A 1011/A 1011M.

2.3 FRAMING SYSTEMS

A. Framing Members: Manufacturer's standard extruded-aluminum framing members of thickness required and reinforced as required to support imposed loads.
   2. Glazing System: Retained mechanically with gaskets on four sides.
   3. Glazing Plane: Center at storefront system, front at curtainwall system.

B. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.

C. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.
   1. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
   2. Reinforce members as required to receive fastener threads.
   3. Use exposed fasteners with countersunk Phillips screw heads, finished to match framing system, fabricated from stainless steel.

D. Concealed Flashing: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding flashing compatible with adjacent materials.

E. Framing System Gaskets and Sealants: Manufacturer's standard, recommended by manufacturer for joint type.

F. Framing Systems to include Manufacturer's standard sub-sill at all conditions.

2.4 GLAZING SYSTEMS

A. Glazing: As specified in Division 08 Section "Glazing."

B. Glazing Gaskets: Manufacturer's standard compression types; replaceable, molded or extruded, of profile and hardness required to maintain watertight seal.

C. Spacers and Setting Blocks: Manufacturer's standard elastomeric type.

D. Bond-Breaker Tape: Manufacturer's standard TFE-fluorocarbon or polyethylene material to which sealants will not develop adhesion.

2.5 ENTRANCE DOOR SYSTEMS

A. Entrance Doors: Manufacturer's standard glazed entrance doors for manual-swing operation.
1. **Door Construction:** 2-inch (50.8-mm) overall thickness, with minimum 3/16 inch thick, extruded-aluminum tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deeply penetrated, and fillet welded or that incorporate concealed tie rods.

2. **Door Design:** Wide stile; 6-inch nominal width, sides and top. 12-inch nominal width, bottom.

3. **Glazing Stops and Gaskets:** Square, snap-on, extruded-aluminum stops and preformed gaskets.
   - a. Provide non-removable glazing stops on outside of door.

2.6 **ENTRANCE DOOR HARDWARE**

   A. General: Furnish and install entrance door hardware for each entrance door per specifications in Section 087100.

   1. Coordinate all requirements of the specified door hardware with the aluminum door and frame for proper prepping of all hardware. Coordinate all access control equipment and hardware with the installer of the access control system and the electrical contractor.

2.7 **ACCESSORY MATERIALS**

   A. Joint Sealants: For installation at perimeter of aluminum-framed systems, as specified in Division 07 Section "Joint Sealants."

2.8 **FABRICATION**

   A. Form or extrude aluminum shapes before finishing.

   B. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.

   C. Framing Members, General: Fabricate components that, when assembled, have the following characteristics:

   1. Profiles that are sharp, straight, and free of defects or deformations.
   2. Accurately fitted joints with ends coped or mitered.
   3. Means to drain water passing joints, condensation within framing members, and moisture migrating within the system to exterior.
   4. Physical and thermal isolation of glazing from framing members.
   5. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
   6. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.

   D. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.
E. Storefront Framing: Fabricate components for assembly using shear-block system.

F. Entrance Door Frames: Reinforce as required to support loads imposed by door operation and for installing entrance door hardware.

1. At interior doors, provide silencers at stops to prevent metal-to-metal contact. Install three silencers on strike jamb of single-door frames and two silencers on head of frames for pairs of doors.

G. Entrance Doors: Reinforce doors as required for installing entrance door hardware.

H. Entrance Door Hardware Installation: Factory install entrance door hardware to the greatest extent possible. Cut, drill, and tap for factory-installed entrance door hardware before applying finishes.

1. Prepare doors for door hardware as specified in Specifications Section 087100.

I. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

2.9 ALUMINUM FINISHES


1. Paint: Factory applied “Permafluor” paint system.
   a. Primer: The cleaned and treated substrate shall be primed to a thickness of 0.2 – 0.3 mils using approved factory application methods.
   b. Paint: The Pemafluor paint system shall contain 70% PVDF (Hylar 5000 or Kynar 500) resin and durable ceramic pigments. It shall be factory applied and oven baked for a topcoat film thickness of 1.0 mil minimum.

2. Color: As selected by Architect in Manufacturer’s standard colors.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.
3.2 INSTALLATION

A. General:
   1. Comply with manufacturer's written instructions.
   2. Do not install damaged components.
   3. Fit joints to produce hairline joints free of burrs and distortion.
   4. Rigidly secure non-movement joints.
   5. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration.
   6. Seal joints watertight unless otherwise indicated.

B. Metal Protection:
   1. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or applying sealant or tape, or by installing nonconductive spacers as recommended by manufacturer for this purpose.
   2. Where aluminum will contact concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.

C. Install components to drain water passing joints, condensation occurring within framing members, and moisture migrating within the system to exterior.

D. Set continuous sill members and flashing in full sealant bed as specified in Division 07 Section "Joint Sealants" to produce weathertight installation.

E. Install components plumb and true in alignment with established lines and grades, and without warp or rack.

F. Install glazing as instructed by framing manufacturer.

G. Entrance Doors: Install doors to produce smooth operation and tight fit at contact points.
   1. Field-Installed Entrance Door Hardware: Install surface-mounted entrance door hardware according to entrance door hardware manufacturers' written instructions using concealed fasteners to greatest extent possible.

H. Install perimeter joint sealants as specified in Division 07 Section "Joint Sealants" to produce weathertight installation.

3.3 ERECTION TOLERANCES

A. Install aluminum-framed systems to comply with the following maximum erection tolerances:
   1. Location and Plane: Limit variation from true location and plane to 1/8 inch in 12 feet (3 mm in 3.7 m); 1/4 inch (6 mm) over total length.
   2. Alignment:
      a. Where surfaces abut in line, limit offset from true alignment to 1/16 inch (1.5 mm).
b. Where surfaces meet at corners, limit offset from true alignment to 1/32 inch (0.8 mm).

B. Diagonal Measurements: Limit difference between diagonal measurements to 1/8 inch (3 mm).

3.4 ADJUSTING

A. Adjust entrance door hardware to function smoothly as recommended by manufacturer.
b. ANSI/BHMA A156.3: Exit Devices, 2008 edition
c. ANSI/BHMA A156.4: Door Controls - Closers, 2008 edition
d. ANSI/BHMA A156.18: Materials and Finishes, 2006 edition

3. Door and Hardware Institute (DHI)
e. Sequence and Format for the Hardware Schedule, 2001 edition

1.4 SUBMITTALS

   A. Product Data: Include construction and installation details, material descriptions, dimensions of individual components and profiles, and finishes.

   B. Samples for Verification: For exposed door hardware of each type, in specified finish, full size. Tag with full description for coordination with the door hardware sets. Submit Samples before, or concurrent with, submission of the final door hardware sets, if requested.

   1. Samples will be returned to Contractor. Units that are acceptable and remain undamaged through submittal, review, and field comparison process may, after final check of operation, be incorporated into the Work, within limitations of keying requirements.

   C. Qualification Data: For Installer

   D. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for locks, latches, and closers as requested.

   E. Maintenance Data: For each type of door hardware to include in maintenance manuals. Include final hardware and keying schedule.

   F. Warranty: Special warranty specified in this Section.

   G. Door Hardware Sets: Prepared by or under the supervision of Architectural Hardware Consultant, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final door hardware sets with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.

   1. Format: Use same scheduling sequence and format and use same door numbers as in the Contract Documents.
   2. Content: Include the following information:

      a. Identification number, location, hand, fire rating, and material of each door and frame.
      b. Type, style, function, size, quantity, and finish of each door hardware item.
Complete designations of every item required for each door or opening including name and manufacturer.

Fastenings and other pertinent information.

Location of each door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.

Explanation of abbreviations, symbols, and codes contained in schedule.

Mounting locations for door hardware.

Door and frame sizes and materials.

List of related door devices specified in other Sections for each door and frame.

Submittal Sequence: Submit the final door hardware sets at earliest possible date, particularly where approval of the door hardware sets must precede fabrication of other work that is critical in Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the door hardware sets.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An employer of workers trained and approved by lock manufacturer.

1. Installer's responsibilities include supplying and installing door hardware and providing a qualified Architectural Hardware Consultant available during the course of the Work to consult with Contractor, Architect, and Owner about door hardware and keying.

2. Installer shall have warehousing facilities in Project's vicinity.


B. Architectural Hardware Consultant Qualifications: A person who is currently certified by DHI as an Architectural Hardware Consultant and who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project.

C. Source Limitations: Obtain each type and variety of door hardware from a single manufacturer, unless otherwise indicated.

D. Keying Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." In addition to Owner, Construction Manager, Contractor, and Architect, conference participants shall also include Installer's Architectural Hardware Consultant and Owner's Security Consultant. Incorporate keying conference decisions into final keying schedule after reviewing door hardware keying system including, but not limited to, the following:

1. Function of building, flow of traffic, purpose of each area, degree of security required, and plans for future expansion.

2. Preliminary key system schematic diagram.

3. Requirements for key control system.

4. Address for delivery of keys.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Inventory door hardware on receipt and provide secure lock-up for door hardware
delivered to Project site.

B. Tag each item or package separately with identification related to the final door hardware sets, and include basic installation instructions, templates, and necessary fasteners with each item or package.

C. Deliver keys to Owner’s Representative by registered mail or overnight package service.

1.7 COORDINATION

A. Coordinate layout and installation of recessed hardware with floor construction. Cast anchoring inserts into concrete. Concrete, reinforcement, and formwork requirements are specified in Division 03.

B. Templates: Distribute door hardware templates for doors, frames, and other work specified to be factory prepared for installing door hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.

C. Coordinate with aluminum entrance door supplier for door hardware installation.

D. Existing Openings: Where new hardware components are scheduled for application to existing construction or where modifications to existing door hardware are required, field verify existing conditions and coordinate installation of door hardware to suit opening conditions and to provide for proper operation.

1.8 WARRANTY

A. Special Warranty: Manufacturer’s standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:
   a. Structural failures including excessive deflection, cracking, or breakage.
   b. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.

2. Warranty Period: Three (3) years from date of Substantial Completion, except as follows:
   a. Grade 2 Cylindrical Locks: Ten (10) years from date of Substantial Completion.
   b. Manual Closers: Thirty (30) years from date of Substantial Completion.
   c. Exit Devices: Three (3) years from date of Substantial Completion.
   d. Exit Devices: Three (3) years from date of Substantial Completion.

1.9 MAINTENANCE SERVICE

A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner’s continued adjustment, maintenance, and removal and replacement of door hardware.
B. Maintenance Service: Beginning at Substantial Completion, provide six (6) months' full maintenance by skilled employees of door hardware installer. Include quarterly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper door hardware operation. Provide parts and supplies same as those used in the manufacture and installation of original products.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Hinges: Ives
2. Locks and Latches: Schlage
3. Cylinders and Cores: Schlage
4. Mechanical Door Closers: LCN
5. Exit Devices: Von Duprin
6. Accessories and Trim: Ives
7. Saddle and Panic Thresholds: Zero

2.2 SCHEDULED HARDWARE

A. Requirements for design, grade, function, finish, size, and other distinctive qualities of each type of finish hardware are indicated in the "Hardware Schedule" at the end of this Section. Products are identified by using hardware designation numbers of the following:

1. Manufacturer's Product Designations: The product designation and name of one manufacturer are listed for each hardware type required for the purpose of establishing minimum requirements. Provide either the product designated or, where more than one manufacturer is specified under the Article "Manufacturers" in Part 2 for each hardware type, the comparable product of one of the other manufacturers that complies with requirements.

2.3 MATERIALS AND FABRICATION

A. General

1. Manufacturer's Name Plate: Do not use manufacturers' products that have manufacturer's name or trade name displayed in a visible location (omit removable nameplates) except in conjunction with required fire-rated labels and as otherwise acceptable to Architect.
   a. Manufacturer's identification will be permitted on rim of lock cylinders only.

2. Base Metals: Produce hardware units of basic metal and forming method indicated using manufacturer's standard metal alloy, composition, temper, and hardness, but in no case of lesser (commercially recognized) quality than specified for applicable hardware units for finish designations indicated.
3. Provide hardware manufactured to conform to published templates generally prepared for machine screw installation. Do not provide hardware that has been prepared for self-tapping sheet metal screws, except as specifically indicated.

B. Fasteners
   1. Furnish screws for installation with each hardware item. Provide Phillips flat-head screws except as otherwise indicated. Furnish stainless steel (exposed under any condition) screws to match hardware finish or, if exposed in surfaces of other work, to match finish of this other work as closely as possible including "prepared for paint" surfaces to receive painted finish.
   2. Provide concealed fasteners for hardware units that are exposed when door is closed except to the extent no standard units of type specified are available with concealed fasteners. Use through bolts only as indicated in this section unless their use is the only means of reinforcing the work adequately to fasten the hardware securely. Where thru-bolts are used as a means of reinforcing the work, provide sleeves for each thru-bolt or use sex screw fasteners.

2.4 HINGES

A. Acceptable Products:
   1. Ives: 5BB1 5BB1HW

B. Requirements:
   1. Quantity: Provide the following, unless otherwise indicated:
      a. Two Hinges: For doors with heights up to 60 inches.
      b. Three Hinges: For doors with heights 61 to 90 inches.
   2. Template Requirements: Except for hinges and pivots to be installed entirely (both leaves) into wood doors and frames, provide only template-produced units.
   3. Hinge Weight: As indicated in hardware sets.
   4. Hinge Base Metal: Unless otherwise indicated, provide the following:
      b. Hinges for Fire-Rated Assemblies: Steel with steel pin.
   5. Hinge Options: Where indicated in door hardware sets or on Drawings:
      a. Safety Stud: Designed for stud in one leaf to engage hole in opposing leaf.
      b. Non-removable Pins: Provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while door is closed; for out-swinging doors.
      c. Corners: Square.
   6. Fasteners: Comply with the following:
      b. Wood Screws: For wood doors and frames.
      c. Threaded-to-the-Head Wood Screws: For fire-rated wood doors.
2.5 CONTINUOUS HINGES

A. Acceptable Products:
   1. Ives: 112XY

B. Requirements:
   1. Geared Continuous Hinges: Shall utilize a single gear section for the door leaf and a separate gear section for the frame side of the door. Provide full mortise or surface applied hinge as scheduled in each set. Geared hinges are to be UL 10C tested and approved for 90 minutes.

2.6 OPERATING DOOR TRIM

A. Decorative Door Pulls
   1. Acceptable Products:
      a. Ives:
   2. Requirements:
      a. Provide door pulls 1-1/4 inch diameter with flat tips. Pull shall be constructed of brass, bronze, or stainless steel.
      b. Provide pull length and shape as indicated in the hardware sets.

2.7 LOCKS AND LATCHES

A. General:
   1. Lock Chassis: Shall be made from steel, with locking spindles of stainless steel.
   2. Latch Bolt: Shall be constructed of stainless steel with 3/4 inch throw on mortise locks and 1/2 inch throw otherwise. Latch to be deadlocking on keyed functions.
   3. Lever Trim: Shall be pressure cast brass, bronze, zinc, or steel with wrought rose design. Levers are to be solid with no voids or plastic inserts.
   4. Fire Rating: Lock shall be listed for up to 3 hours.
   5. Strike Plates: Provide ANSI 4-7/8 inch strike plates. At pairs of doors, provide strike with 7/8 inch flat lip. At single doors, provide round-lipped strike with lip length as required to minimally clear jamb and trim. Provide dust box at each strike location.

B. Grade 2 Bored Locks
   1. Acceptable Products:
      a. Schlage:
   2. Requirements:
      a. ANSI Grade: BHMA/ANSI A156.2, Series 4000, Grade 2.
2.8 CYLINDERS AND CORES

A. Acceptable Products:

1. Schlage:

B. Requirements:

1. Full Size Interchangeable Cylinders, where scheduled: Provide cylinders of quantity and type and with the appropriate cam/tailpiece to be compatible with the locking hardware provided. Provide cylinder housings ready to accept 6-pin, Full-Size Interchangeable Cores (FSIC).

2. Conventional Cylinders, where scheduled: Provide cylinders of quantity and type and with the appropriate cam/tailpiece to be compatible with the locking hardware provided. Provide factory keyed 6-Pin conventional cylinders that are utility patented until at least 2029. Provide cylinders with a geographically exclusive factory-restricted keyway.
   a. Temporary Construction Keying: Provide each cylinder housing and/or lock lever with keyed construction core during the construction period. Cores will remain property of the contractor and will be returned upon installation of owner’s permanent key system.

3. Keys: Provide cylinder manufacturer’s standard keys. Keys shall be shipped separate from cores directly to owner’s representative. For estimating purposes, provide keys in the following quantities:
   a. Construction Control Keys: 2 each
   b. Construction Change Keys: 12 each
   c. Permanent Control Keys: 2 each
   d. Split Key Voiding Keys: 2 each
   e. Permanent Master Keys: 2 each
   f. Permanent Change Keys: 4 per core

2.9 MECHANICAL DOOR CLOSERS

A. General:

1. Valves: Closers shall have separate valves for latch speed, main speed, and back check. Valves shall be staked to prevent accidental removal. Provide the appropriate closer body, handing, and brackets to mount closer inside the building on the least-public side of the door.
   a. Where closers are to be mounted parallel arm, provide with heavy duty, fully forged arms.
   b. Where closers are to be mounted regular arm and the opening can otherwise be opened to 180 degrees, provide closer with the appropriate special templating to allow 180 degree door swing. Where a special template is not available for 180 degree swing, provide closer arm with integrated stop.
2. Integrated Stop Closer Arms: Where a closer with integrated stop is required, provide the appropriate closer and arm as follows:
   a. Parallel arm with spring-cushioned stop arm: Provide where door is otherwise able to open to 95 degrees and requires a parallel arm mount closer.
   b. Parallel arm with dead stop arm: Provide where door is obstructed from opening to 95 degrees and requires a parallel arm mount closer.
   c. Regular arm with push side surface-mounted overhead stop: Provide where door closer should mount on pull side of door.

3. Hold Open Arms: Provide closer arms with mechanical hold-opens as scheduled.

4. Provide closers with any special templates, brackets, plates, or other accessories required for interface with header, door, wall, and other hardware. Provide closers with screw packs containing thru-bolts, machine screws, and wood screws.

5. Closers shall be provided with all-weather fluid and shall not require readjustment from 120 degrees F to -30 degrees F. Fluid shall be non-flaming and shall not fuel door or floor covering fires. Upon request, provide data indicating thermal properties of fluid.

6. Closers shall close and latch door when adjusted to meet accessibility requirements for door opening force: 8.5 lbs at exterior doors, 5 lbs at interior doors, and 15 lbs at labeled fire doors.

B. Heavy Duty Door Closers:

1. Requirements:
   a. ANSI Grade: BHMA/ANSI A156.4, Grade 1.
   b. Closer Construction: Closer shall have cast iron body with 1-1/2 inch steel piston, double heat treated pinion, 5/8 inch bearing journals, and full complement needle or caged ball bearings. Closer shall be adjustable from sizes 1 through 6.
   c. Provide closers with spring size adjustment dial for ease of adjusting.

2.10 EXIT DEVICES

A. Acceptable Products:

1. Von Duprin:

B. Requirements:

1. ANSI Grade: BHMA/ANSI A156.3, Grade 1.

2. Device Construction:

a. Exit device(s) shall have a mechanism case constructed of extruded aluminum, base plates constructed of cold rolled steel, push pad of extruded aluminum with stainless steel covering, and end caps with flush mounted, sloped design. At full- glass doors, provide exit devices with no exposed fasteners or rivets visible through glass. Where required by stile width, provide narrow-stile type device.
b. Latchbolt: Provide Pullman-type deadlocking latch bolts constructed of stainless steel. Where specified provide high security Pullman-type latchbolt that collapses to be square faced under high pull forces. Latch return springs shall be compression type. Tension and Torsion latch return springs are not acceptable.

c. Dogging Mechanism: where dogging or latch-retraction options are not specifically scheduled for non-fire rated doors, provide device with a hex-key activated hook-type dogging mechanism constructed of steel.

d. Plastic or nylon used for the push pad, or parts in the dogging mechanism or latchbolt mechanism are unacceptable.

e. Sound Dampening: Device shall be provided with factory-installed sound dampening materials.

f. Provide device type, function, and trim style as indicated in hardware schedules.

3. Where exit device(s) are provided for fire rated door, provide with fire listing and label indicating “Fire Exit Hardware”. If device is mounted on wood doors, provide sex nuts and bolts.

4. Provide shim kits, filler plates, and other accessories as required for each opening.

5. Unless otherwise indicated in the sets, provide device with roller-type strike.

6. Where scheduled, provide removable mullions by same manufacturer as provided exit devices. Provide mullion stabilizers, key removable option, strike preps, and fire rating as indicated in sets.

7. Concealed vertical exit devices shall be a cable-actuated concealed vertical latch system available in two-point and less bottom latch (LBL) configurations. Vertical rods are not acceptable.

a. Cable shall include color-coded stainless steel with polytetrafluoroethylene (Teflon®) liner and stainless steel core wire. Latches and center slides are color coded to aid in installation. Conduit and core wire ends snap into latch and center slides without the use of tools. Latchbolts and blocking cams shall be manufactured from sintered metal low carbon copper- infiltrated steel, with a molybdenum disulfide coating for low friction and consistent performance.

b. Top latchbolt shall have a minimum 0.382 inch and greater than 90 degree engagement with strike to prevent door and frame separation under high static load. Bottom latchbolt, when used, shall have a minimum of 0.44 inch engagement with strike.

c. Product cycle life shall exceed 1,000,000 cycles.

d. Latch release does not require separate trigger mechanism.

e. Top and bottom latch must operate independently of each other. Top latch will fully engage top strike even when bottom latch is compromised.

f. Cable and latching system shall have the ability to:
   1) Be assembled as a complete assembly and function prior to being installed in the door.
   2) Install into the door as a one-piece single assembly
   3) Be installed independently of device installation and function on door even prior to device and trim installation.
   4) Connect to the exit device at a single attachment point.
   5) Adjust bottom latch height from a single point, after the system is installed and connected to exit device, while the door is hanging
   6) Alter latch position up and down within two-inches without
additional adjustment.
7) Ability to remove the system while door is hanging.
8) Configure latchbolt mounting: double or single tab mount for steel doors, and wood doors, face mount for aluminum doors, eliminating requirement of tabs.
9) Provide adjustable exit device to latch center line adjustment.
Ensures double tab mounting option for top latch, regardless of exit device centerline.

2.11 OVERHEAD STOPS AND HOLDERS

A. General:
   1. Provide overhead stops and holders as scheduled, sized per manufacturer’s recommendations based on door width.
   2. Provide concealed overhead stops with adjustable jamb bracket.
   3. Where possible without conflicting with other hardware, mount surface overhead stops on least public side of door.
   4. Provide stops with any special templates, brackets, plates, or other accessories required for interface with header, door, wall, and other hardware.

2.12 WEATHERSTRIP AND GASKET

A. General:
   1. Provide weather strip and gasketing as scheduled.
   2. Size weather strip and gasket to provide a continuous seal around opening and at meeting stiles.

2.13 MISCELLANEOUS HARDWARE

A. Silencers
   1. Acceptable Products:
      a. Ives:
   2. Requirements:
      a. Where indicated on single openings, provide 3 each rubber silencers on lock jamb.
      b. Where indicated on paired openings, provide 2 each rubber silencers on header.

2.14 FINISHES

A. Match items to the manufacturer’s standard color and texture finish for the latch and locksets (or push-pull units if no latch or locksets).

B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer’s standards, but in no case less than specified by referenced standards for the applicable units of hardware.
The designations used in schedules and elsewhere to indicate hardware finishes are those listed in ANSI/BHMA A156.18, "Materials and Finishes," including coordination with the traditional U.S. finishes shown by certain manufacturers for their products.

The designations used in schedules and elsewhere to indicate hardware finishes are the industry-recognized standard commercial finishes, except as otherwise noted.

1. Brushed Chrome and/or Stainless Steel Appearance
   e. Weatherstrip and Gasket: Clear Anodized Aluminum finish.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Steel Doors and Frames: Comply with DHI A115 Series.
   1. Surface-Applied Door Hardware: Drill and tap doors and frames according to ANSI A250.6.

B. Wood Doors: Comply with DHI A115-W Series.

3.3 INSTALLATION

A. Pre-installation conference shall be conducted prior to installation of hardware at Project site. Meet with the Owner, Contractor, installer, and manufacturer’s representatives. A separate pre-installation conference shall be conducted prior to the installation of electronic security hardware with the electrical contractor. Review catalogs, brochures, templates, installation instructions, and the approved hardware schedule. Survey installation procedures and workmanship, with special emphasis on unusual conditions, as to ensure correct technique of installation, and coordination with other work. Notify participants at least ten, 10 working days before conference.

B. Hardware Installers must have a minimum of five (5) years’ experience in installation of hardware. Provide verification of installer’s qualification to Consultant for approval. All installers to attend review meetings with the hardware distributor.

C. Install hardware using only manufacturer supplied and approved fasteners in strict
adherence with manufacturers published installation instructions.

D. Install head seal prior to installation of “PA”-parallel arm mounted door closers and push side mounted door stops/holders. Trim, cut and notch thresholds and saddles neatly to minimally fit the profile of the door frame. Install thresholds and saddles in a bed of caulking completely sealing the underside from water and air penetration.

E. Counter sink through bolt of door pull under push plate during installation.

F. Mounting Heights: Mount door hardware units at heights indicated, as follows, unless otherwise indicated or required to comply with governing regulations.

2. Custom Steel Doors and Frames: DHI's "Recommended Locations for Builders' Hardware for Custom Steel Doors and Frames."

G. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 09 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.

1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.

3.4 FIELD QUALITY CONTROL

A. Architectural Hardware Consultant: Architect shall engage a qualified Architectural Hardware Consultant to perform inspections and to prepare inspection reports.

B. Architectural Hardware Consultant shall inspect door hardware and state in each report whether installed work complies with or deviates from requirements, including whether door hardware is properly installed and adjusted.

3.5 ADJUSTING

A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

1. Door Closers: Unless otherwise required by authorities having jurisdiction, adjust sweep period so that, from an open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches (75 mm) from the latch, measured to the leading edge of the door.
B. Occupancy Adjustment: Approximately six months after date of Substantial Completion, Installer's Architectural Hardware Consultant shall examine and readjust, including adjusting operating forces, each item of door hardware as necessary to ensure function of doors, door hardware, and electrified door hardware.

3.6 CLEANING AND PROTECTION
A. Clean adjacent surfaces soiled by door hardware installation.
B. Clean operating items as necessary to restore proper function and finish.
C. Provide final protection and maintain conditions that ensure that door hardware is without damage or deterioration at time of Substantial Completion.

3.7 DEMONSTRATION
A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain door hardware and door hardware finishes. Refer to Division 01 Section "Demonstration and Training."

3.8 DOOR HARDWARE SETS
A. The following schedule of hardware sets shall be considered a guide and the supplier is cautioned to refer to general conditions, special conditions, and the full requirements of this section. It shall be the hardware supplier's responsibility to furnish all required hardware.

B. Where items of hardware are not definitely or correctly specified and are required for completion of the Work, a written statement of such omission, error, conflict, or other discrepancy shall be sent to the Architect, prior to date specified for receipt of bids, for clarification by addendum.

C. Adjustments to the Contract Sum will not be allowed for omissions or items of hardware not clarified prior to bid opening.

HW SET: A1
DOOR NUMBER: (INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING DOORS)
A100

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<td>MORTISE CYLINDER</td>
<td>MATCH EXISTING KEY SYSTEM</td>
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<td>SURF. AUTO OPERATOR</td>
<td>4642 WMS 120 VAC</td>
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REPAIR DOOR/FRAME TO LIKE NEW CONDITION. REPLACE ANY DAMAGED HARDWARE. OPERATOR IS TURNED OFF/ON BY KEYSWITCH. LOCATION TBD. DOOR MAY BE LEFT UNLOCKED FOR MANUAL OPERATION. WHEN OPERATOR IS ON, USER PUSHES ACTUATOR, ELECTRIC STRIKE KEEPER RELEASES AND AUTO OPERATOR OPENS DOOR. INTERIOR ACTUATOR ALWAYS ACTIVE FOR EXITING.

HW SET: A2

DOOR NUMBER: (INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING DOORS)

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OPERATOR IS TURNED OFF/ON BY KEYSWITCH. LOCATION TBD. WHEN OPERATOR IS ON, USER PUSHES ACTUATOR, ELECTRIC STRIKE KEEPER RELEASES AND AUTO OPERATOR OPENS DOOR. REMOTE SWITCH TO TURN ON VESTIBULE ACTUATOR AND RELEASE ELECTRIC STRIKE.

SECTION 088000 –

GLAZING PART 1 -

GENERAL

1. RELATED DOCUMENTS

1
A. Drawings and general provisions of the Fixed Price Construction Contract and Division 01 Specification Sections, apply to this Section.

1. SUMMARY

A. This Section includes glazing for the following products and applications, including those specified in other Sections where glazing requirements are specified by reference to this Section:

1. Windows.
2. Doors.
3. Glazed entrances.
4. Interior borrow lites.

1.3 DEFINITIONS

A. Manufacturers of Glass Products: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.

B. Glass Thicknesses: Indicated by thickness designations in millimeters according to ASTM C 1036.

C. Interspace: Space between lites of an insulating-glass unit that contains dehydrated air or a specified gas.

D. Deterioration of Coated Glass: Defects developed from normal use that are attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in metallic coating.

E. Deterioration of Insulating Glass: Failure of hermetic seal under normal use that is attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.

1.4 PERFORMANCE REQUIREMENTS

A. Thermal Movements: Provide glazing that allows for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures acting on glass framing members and glazing components. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

B. Thermal and Optical Performance Properties: Provide glass with performance properties
specified based on manufacturer’s published test data, as determined according to procedures indicated below:

1. For monolithic-glass lites, properties are based on units with lites 6.0 mm thick.

1.5 SUBMITTALS

A. Product Data: For each glass product and glazing material indicated. IBC required test results for safety glazing.

B. Samples: For the following products, in the form of 12-inch- (300-mm-) square Samples for glass.
   1. For each color (except black) of exposed glazing sealant indicated.

C. Qualification Data: For installers.

D. Warranties: Special warranties specified in this Section.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has completed glazing similar in material, design, and extent to that indicated for this Project; whose work has resulted in glass installations with a record of successful in-service performance.

B. Source Limitations for Glass: Obtain the following through one source from a single manufacturer for each glass type: clear float glass.

C. Source Limitations for Glazing Accessories: Obtain glazing accessories through one source from a single manufacturer for each product and installation method indicated.

   1. Subject to compliance with requirements, obtain safety glazing products permanently marked with certification label of the Safety Glazing Certification Council or another certification agency or manufacturer acceptable to authorities having jurisdiction.
   2. Where glazing units, including Kind FT glass are specified in Part 2 articles for glazing lites more than 9 sq. ft. (0.84 sq. m) in exposed surface area of one side, provide glazing products that comply with Category II materials, for lites 9 sq. ft. (0.84 sq. m) or less in exposed surface area of one side, provide glazing products that comply with Category I or II materials, except for hazardous locations where Category II materials are required by 16 CFR 1201 and regulations of authorities having jurisdiction.

E. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below, unless more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.
   2. Insulating Glass Manufacturers Alliance (IGMA) Publication for Insulating Glass:
DELIVERY, STORAGE, AND HANDLING

A. Protect glazing materials according to manufacturer's written instructions and as needed to prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.

PROJECT CONDITIONS

A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.

1. Do not install liquid glazing sealants when ambient and substrate temperature conditions are outside limits permitted by glazing sealant manufacturer or below 40 deg F (4.4 deg C).

WARRANTY

A. Manufacturer's Special Warranty for Coated-Glass Products: Manufacturer's standard form, made out to Owner and signed by coated-glass manufacturer agreeing to replace coated-glass units that deteriorate as defined in "Definitions" Article, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.

1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:

1. Manufacturers / Products: Subject to compliance with requirements, provide one of the manufacturers / products specified.
2. Products by other manufacturers are subject to Architect’s approval prior to bidding.
2.2 GLASS PRODUCTS

A. Annealed Float Glass: ASTM C 1036, Type I (transparent flat glass), Quality-Q3; of class indicated.

B. Heat-Treated Float Glass: ASTM C 1048; Type I (transparent flat glass); Quality-Q3; of class, kind, and condition indicated.

1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed, unless otherwise indicated.
2. Provide Kind HS (heat-strengthened) float glass in place of annealed float glass where needed to resist thermal stresses induced by differential shading of individual glass lites.
3. For uncoated glass, comply with requirements for Condition A.
4. For coated vision glass, comply with requirements for Condition C (other uncoated glass).
5. Provide Kind FT (fully tempered) float glass where safety glass is indicated.

2.3 GLAZING GASKETS

A. Glazing gaskets for aluminum framed entrances and store fronts are provided by such aluminum items manufacturer.

2.4 GLAZING SEALANTS

A. General: Provide products of type indicated, complying with the following requirements:

1. Compatibility: Select glazing sealants that are compatible with one another and with other materials they will contact, including glass products and glazing tapes under conditions of service and application.
2. Colors of Exposed Glazing Sealants: As selected by Architect from manufacturer's full range.

B. Elastomeric Glazing Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

1. Single-Component Silicone Glazing Sealants:

   a. Products:

      1) Dow Corning Corporation; 790.
      2) GE Silicones; SilPruf LM SCS2700.
      3) Tremco; Spectrem 1 (Basic).
      4) Sonneborn, Div. of ChemRex, Inc.; Omniseal.

   b. Type and Grade: S (single component) and NS (nonsag).
   c. Use Related to Exposure: NT (nontraffic).
2.5  GLAZING TAPES

A. Expanded Cellular Glazing Tapes: Closed-cell, PVC foam tapes; factory coated with adhesive on both surfaces; packaged on rolls with release liner protecting adhesive; and complying with American Architectural Manufacturers Association (AAMA) AAMA 800 for the following types:

1. Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

2.6  MISCELLANEOUS GLAZING MATERIALS

A. General: Provide products of material, size, and shape complying with referenced glazing standard, requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.

B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.

C. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.

D. Spacers: Elastomeric blocks or continuous extrusions with a Shore, Type A durometer hardness required by glass manufacturer to maintain glass lites in place for installation indicated.

E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).

F. Cylindrical Glazing Sealant Backing: ASTM C 1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.

2.7  FABRICATION OF GLAZING UNITS

A. Fabricate glazing units in sizes required to glaze openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.

B. Clean-cut or flat-grind vertical edges of butt-glazed monolithic lites in a manner that produces square edges with slight kerfs at junctions with outdoor and indoor faces.

C. Grind smooth and polish exposed glass edges and corners.

2.8  MONOLITHIC FLOAT-GLASS UNITS

A. Uncoated Clear Float-Glass Units: Class 1 (clear) float glass annealed or Kind HS (heat-strengthened) float glass where heat strengthening is required to resist thermal stresses induced by differential shading of individual glass lites, and Kind FT (fully tempered) float
1. Manufacturer / Product:
   a. Vitro Architectural Glass

2. Thickness: 1/4”.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine framing glazing, with Installer present, for compliance with the following:
   1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
   2. Presence and functioning of weep system.
   3. Minimum required face or edge clearances.
   4. Effective sealing between joints of glass-framing members.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.

3.3 GLAZING, GENERAL

A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.

B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.

C. Apply primers to joint surfaces where required for adhesion of sealants or glazing tapes.

D. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.

E. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.

F. Provide spacers for glass lites where length plus width is larger than 50 inches (1270 mm) as follows:
1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.

2. Provide 1/8-inch (3-mm) minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.

G. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.

H. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.

3.4 TAPE GLAZING

A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.

B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.

C. Cover vertical framing joints by applying tapes to heads and sills first and then to jambs. Cover horizontal framing joints by applying tapes to jambs and then to heads and sills.

D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.

E. Do not remove release paper from tape until just before each glazing unit is installed.

F. Apply heel bead of elastomeric sealant.

G. Center glass lites in openings on setting blocks and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.

H. Apply cap bead of elastomeric sealant over exposed edge of tape.

3.5 GASKET GLAZING (DRY)

A. Glaze openings in aluminum framed entrances and storefronts in accordance with instructions of manufacturer of such aluminum items.

3.6 CLEANING AND PROTECTION

A. Protect exterior glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface. Remove nonpermanent labels, and clean surfaces.
B. Protect glass from contact with contaminating substances resulting from construction operations, including weld splatter. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended by glass manufacturer.

C. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains; remove as recommended in writing by glass manufacturer.

D. Remove and replace glass that is broken, chipped, cracked, or abraded or that is damaged from natural causes, accidents, and vandalism, during construction period.

E. Wash glass on both exposed surfaces in each area of Project not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended in writing by glass manufacturer.

END OF SECTION 088000
1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Fixed Price Construction Contract and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
A. This Section includes the following:
   1. Interior gypsum board.

1.3 SUBMITTALS
A. Product Data: For each type of product indicated.
B. Samples: For the following products:

1.4 QUALITY ASSURANCE
A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
B. Mockups: Before beginning gypsum board installation, install mockups of at least 100 sq. ft. (9 sq. m) in surface area to demonstrate aesthetic effects and set quality standards for materials and execution.
   1. Install mockups for the following:
      a. Each level of gypsum board finish indicated for use in exposed locations.
   2. Simulate finished lighting conditions for review of mockups.
   3. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.5 STORAGE AND HANDLING
A. Store materials inside under cover and keep them dry and protected against damage from weather, condensation, direct sunlight, construction traffic, and other causes. Stack panels flat to prevent sagging.
1.6 PROJECT CONDITIONS

A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.

B. Do not install interior products until installation areas are enclosed and conditioned.

C. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.
   1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
   2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 PANELS, GENERAL

A. Size: Provide in maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.2 GYPSUM BOARD

A. General: Complying with ASTM C 36/C 36M or ASTM C 1396/C 1396M, as applicable to type of gypsum board indicated and whichever is more stringent.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. G-P Gypsum. (except abuse resistant)
   b. National Gypsum Company. (except abuse resistant)
   c. USG Corporation.

B. Products by other manufacturers are subject to approval by Architect prior to bidding.

C. Gypsum Wallboard (and Backing Board at Multi-Layer Applications): ASTM C 36 and as follows:
   1. Type: Type X.
   2. Edges: Tapered (Square at Backing Board).

2.3 TRIM ACCESSORIES

A. Interior Trim: ASTM C 1047.
1. Material: Galvanized or aluminum-coated steel sheet.

2. Shapes:
   a. Cornerbead.
   b. LC-Bead: J-shaped; exposed long flange receives joint compound.
   c. L-Bead: L-shaped; exposed long flange receives joint compound.
   d. Control Joint: V-shaped, equivalent to USG No. 093.

2.4 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C 475/C 475M.

B. Joint Tape:
   1. Interior Gypsum Wallboard: Paper.

C. Joint Compound for Interior Gypsum Wallboard: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.
   1. Prefilling: At open joints and damaged surface areas, use setting-type taping compound.
   2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.
      a. Use setting-type compound for installing paper-faced metal trim accessories.
   3. Fill Coat: For second coat, use drying-type, all-purpose compound.
   4. Finish Coat: For third coat, use drying-type, all-purpose compound.

2.5 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.

B. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
   1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.
   2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.

C. Acoustical Sealant: As specified in Division 07 Section "Joint Sealants."
PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames and framing, for compliance with requirements and other conditions affecting performance.

B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLYING AND FINISHING PANELS, GENERAL

A. Comply with ASTM C 840.

B. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch (1.5 mm) of open space between panels. Do not force into place.

C. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.

D. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
   1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. (0.7 sq. m) in area.
   2. Fit gypsum panels around ducts, pipes, and conduits.
   3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- (6.4- to 9.5-mm-) wide joints to install sealant.

E. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch- (6.4- to 12.7-mm-) wide spaces at these locations, and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant. Isolation joints are required between gypsum board and masonry walls whether or not masonry is structural.

F. Attachment to Stud Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.

3.3 APPLYING INTERIOR GYPSUM BOARD

A. Install interior gypsum board in the following locations:
   1. Type X: As indicated on Drawings.
B. Single-Layer Application:

1. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing), unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
   a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
   b. At stairwells and other high walls, install panels horizontally, unless otherwise indicated or required by fire-resistance-rated assembly.

2. Attach gypsum board to framing with screws at 6 inches o.c. at perimeter and 8 inches o.c. in field.

3. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

3.4 FINISHING GYPSUM BOARD

A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.

B. Prefill open joints and damaged surface areas.

C. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.

D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:

   1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
   2. Level 2: Panels that are substrate for fiberglass reinforced panels.
   3. Level 4: At panel surfaces that will be exposed to view and are substrate for wall coverings. Apply very light orange peel texture at surfaces to be painted.
      a. Primer and its application to surfaces are specified in other Division 09 Sections. Gypsum board shall be pre-primed prior to applying texture.

3.5 PROTECTION

A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.

B. Remove and replace panels that are wet, moisture damaged, and mold damaged.

   1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
   2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900
1. RELATED DOCUMENTS

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

1. SUMMARY

A. Section Includes:

1. Resilient base.
2. Resilient molding accessories.

1. SUBMITTALS

A. Product Data: For each type of product indicated.
B. Samples for Color Selection: For each type of product indicated.

1. QUALITY ASSURANCE

A. Fire-Test-Response Characteristics: As determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.

1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

1. DELIVERY, STORAGE, AND HANDLING

A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C).

1. PROJECT CONDITIONS

A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F (21 deg C) or more than 95 deg F (35 deg C), in spaces to receive resilient products during the following time periods:

1. 48 hours before installation.
2. During installation.
3. 48 hours after installation.
B. Until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F (13 deg C) or more than 95 deg F (35 deg C).

C. Install resilient products after other finishing operations, including painting, have been completed.

1.7 EXTRA MATERIALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Furnish not less than 10 linear feet (3 linear m) for every 500 linear feet (150 linear m) or fraction thereof, of each type, color, pattern, and size of resilient product installed.

PART 2 - PRODUCTS

2.1 RESILIENT BASE

A. Resilient Base:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   
   a. Burke Mercer Flooring Products; Division of Burke Industries, Inc.
   b. Flexco, Inc.
   c. Johnsonite.
   d. Roppe Corporation, USA.

2. Products by other Manufacturers are subject to approval by Architect prior to bidding.


1. Material Requirement: Type TS (rubber, vulcanized thermoset).

C. Minimum Thickness: 0.125 inch (3.2 mm).

D. Height: 4”

E. Lengths: Cut lengths 48 inches (1219 mm) long or coils in manufacturer's standard length.

F. Outside Corners: Job formed.

G. Inside Corners: Job formed.
H. Colors and Patterns: As selected by Architect from manufacturer’s full range.

2.2 RESILIENT MOLDING ACCESSORY

A. Resilient Molding Accessory:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Burke Mercer Flooring Products; Division of Burke Industries, Inc.
   b. Flexco, Inc.
   c. Johnsonite.
   d. Roppe Corporation, USA.

2. Products by other Manufacturers are subject to approval by Architect prior to bidding.

B. Description: Carpet edge for glue-down applications, Nosing for carpet, Nosing for resilient floor covering, Reducer strip for resilient floor covering, Joiner for tile and carpet, Transition strips, etc.

C. Material: Rubber.

D. Profile and Dimensions: As indicated.

E. Colors and Patterns: As selected by Architect from manufacturer’s full range.

2.3 INSTALLATION MATERIALS

A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by manufacturer for applications indicated.

B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.

   1. Use adhesives that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):

      a. Cove Base Adhesives: Not more than 50 g/L.
      b. Rubber Floor Adhesives: Not more than 60 g/L.

C. Metal Edge Strips: Extruded aluminum with mill finish of width shown, of height required to protect exposed edges of tiles, and in maximum available lengths to minimize running joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.

B. Concrete Substrates for Resilient Stair Treads and Accessories: Prepare according to ASTM F 710.
   1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
   2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
   3. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer.
   4. Moisture Testing: Perform tests recommended by manufacturer and as follows. Proceed with installation only after substrates pass testing.
      a. Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. (1.36 kg of water/92.9 sq. m) in 24 hours.
      b. Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have maximum 75 percent relative humidity level measurement.

C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.

D. Do not install resilient products until they are same temperature as the space where they are to be installed.
   1. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.

E. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

3.3 RESILIENT BASE INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient base.

B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.

C. Install resilient base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.

D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
E. Do not stretch resilient base during installation.

F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.

G. Job-Formed Corners:
   1. Outside Corners: Use straight pieces of maximum lengths possible. Form without producing discoloration (whitening) at bends.
   2. Inside Corners: Use straight pieces of maximum lengths possible.

3.4 RESILIENT ACCESSORY INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient accessories.

B. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of carpet and resilient floor covering that would otherwise be exposed and between such materials whether or not specifically indicated on plans.

3.5 CLEANING AND PROTECTION

A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.

B. Perform the following operations immediately after completing resilient product installation:
   1. Remove adhesive and other blemishes from exposed surfaces.
   2. Sweep and vacuum surfaces thoroughly.
   3. Damp-mop surfaces to remove marks and soil.

C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

D. Floor Polish: Remove soil, visible adhesive, and surface blemishes from resilient stair treads before applying liquid floor polish.
   1. Apply one coat.

END OF SECTION 096513
SECTION 096816 –
CARPETING PART 1 –

GENERAL

1.1. RELATED DOCUMENTS
A. Drawings and general provisions of the Fixed Price Construction Contract and Division 1 Specification Sections, apply to this Section.

1.2. SUMMARY
A. This Section includes carpet tiles, accessories, and installation.

1.3. SUBMITTALS
A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
B. Product data for each type of carpet material and installation accessory required. Submit written data on physical characteristics, durability, resistance to fading, and flame resistance characteristics.
C. Samples for selection purposes in manufacturer's standard size, showing full range of color, texture, and pattern variations expected. Prepare samples from same material to be used for the Work. Submit the following:
   1. Sample book/binder showing each type of carpet material color and pattern available.
   2. 12-inch long samples of each type exposed edge stripping and accessory item.

1.4. WARRANTY
A. Contractor shall submit the carpet manufacturer's standard warranty which is signed by a corporate officer as an official document, covering the following specific items:
   1. Lifetime Commercial Limited
   2. Wear - 10 years minimum
   3. Stain – lifetime

1.5. QUALITY ASSURANCE
A. Carpet Surface Burning Characteristics: Provide carpet identical to that tested for the following fire performance characteristics, per test method indicated below, by UL or other testing and inspecting organizations acceptable to authorities having jurisdiction. Identify carpet with appropriate markings of applicable testing and inspecting organization.
1. Flooring radiant panel test – ASRM E-648-78 and/or NFPA 253. Carpet shall have a minimum critical radiant flux of (0.22) watts per square centimeter.

2. Methenamine tablet test “Standards for the surface flammability of carpets.”

1.6. DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to project site in original factory wrappings and containers, labeled with identification of manufacturer, brand name, and lot number.

B. Store materials in original undamaged packages and containers, inside well-ventilated area protected from weather, moisture, soilage, extreme temperatures, and humidity. Lay flat, blocked off ground. Maintain minimum temperature of 68 deg F (20 deg C) at least three days prior to and during installation in area where materials are stored.

1.7. PROJECT CONDITIONS

A. Substrate Conditions: No condensation within 48 hours on underside of 4-foot by 4-foot polyethylene sheet, fully taped at perimeter to substrate.

B. Substrate Conditions: pH or 9 or less when substrate wetted with potable water and pHydrion paper applied.

1.8. EXTRA MATERIALS

A. Deliver extra materials to Owner. Furnish extra materials matching products installed as described below, packaged with protective covering for storage and identified with labels describing contents.

1. Carpet Tiles: Before installation begins, furnish quantity of each carpet tile material/color/pattern equal to 5 percent of amount installed.

1.9. COLORS

A. A maximum of five different colors from the manufacturer's full standard color selections for each product specified will be used for this project.

PART 2 - PRODUCTS

2.1. CARPET MANUFACTURERS / PRODUCTS

A. Manufacturers/Products: Subject to compliance with requirements, provide the following product and manufacturer.

1. Carpet Tile:

   a. Patcraft Collection: “Tangible Hue”.
1. Color Selections and Installation Pattern:
   a. Total of (1) colors shall be selected for the field carpet throughout the building. 90% of the carpet per room and hallway areas will be the field carpet. The remaining 10% shall be the accent carpet, (3) colors selected and installed in a random fashion per direction of the Architect.

3. Entry/Walk-Off Carpet Tile:
   a. Patcraft, Walk Right In II Modular.

4. Other products and other manufacturers are subject to approval prior to bidding.

B. Carpet Tile Specifications: Carpet Tile shall conform to the following minimum specifications:
   1. Construction – Multi-level pattern loop
   2. Stitches per inch – 10 minimum
   3. Dye Method – 100% Solution Dyed
   4. Density – 8,500 minimum
   5. Flammability – ASTM E – 648 Class I
   6. Smoke density - Less than 450
   7. Size – 24” x 24”
   8. Protective Treatments – soil inhibitor
   9. Primary Backing – Synthetic
   10. Secondary Backing – EcoWorx Tile
   11. Fiber Type – Solution Q Extreme Nylon

C. Walk-Off Carpet Tile Specifications:
   1. Construction – Needlebond Hobmail
   2. Fiber – Polyester
   3. Dye Method – 100% Solution Dyed
   4. Size – 24” x 24”
   5. Backing – EcoWorx
   6. Traffic Class – Heavy

2.2. ACCESSORIES
A. Carpet Edge Guard: Extruded or molded heavy-duty vinyl or rubber of size and profile indicated; minimum 2-inch-wide anchorage flange; manufacturer’s standard colors. A maximum of one color will be selected.

B. Carpet Adhesive: Water resistant and nonstaining as recommended by carpet tile manufacturer to comply with flammability requirements for installed carpet.

PART 3 - EXECUTION
3.1. **PREPARATION**

A. Clear away debris and scrape up cementitious deposits from concrete surfaces to receive carpet; apply sealer to prevent dusting.

B. Patch holes and level concrete slabs to a smooth surface.

3.2. **INSTALLATION**

A. Comply with manufacturer’s requirements and instructions for carpet tile installation and tile layout within a room or space.

B. Install carpet tile after installation of fixed cabinets and shelving, cutting carpet around such items. Do not extend carpet under fixed cabinets, etc.

C. Extend carpet tile under removable flanges and furnishings and into alcoves and closets of each space.

D. Provide cutouts where required, and bind cut edges where not concealed by protective edge guards or overlapping flanges.

E. Install carpet edge guard where edge of carpet is exposed; anchor guards to substrate.

F. Install carpet tile in 1/4 turn pattern.

G. Install carpet tile by trimming edges and butting cuts tight to adjacent tiles and surfaces.

H. Fit sections of carpet tile prior to application of adhesive. Trim edges and butt cuts with seaming cement.

I. Apply adhesive uniformly to substrate in accordance with manufacturer’s instructions. Butt edges tight to form seams without gaps. Roll entire area lightly to eliminate air pockets and ensure uniform bond.

J. Fill recesses in floor electrical / data outlet covers with carpet tile cut to fit.

3.3. **CLEANING**

A. Remove adhesive from carpet surface with manufacturer’s recommended cleaning agent.


C. Vacuum carpet.

3.4. **PROTECTION**
A. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and installer, to ensure carpet tile is not damaged or deteriorated at time of Substantial Completion.

END OF SECTION 096816

SECTION 099123 - INTERIOR

PAINTING PART 1 - GENERAL

1. RELATED DOCUMENTS

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

1. SUMMARY

A. This Section includes surface preparation and the application of paint systems on the following interior substrates:

1. Gypsum board.

1. SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples for Color Selections: For each type of topcoat product indicated.

1. QUALITY ASSURANCE

A. MPI Standards:

1. Products: Complying with Master Painters Institute (MPI) standards indicated and listed in "MPI Approved Products List."


1.5 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.6 PROJECT CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).

B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

1.7 EXTRA MATERIALS

A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.

1. Quantity: Furnish an additional 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Benjamin Moore & Co.
2. Columbia Paint & Coatings.
5. PPG Architectural Finishes, Inc.

2.2 PAINT, GENERAL

A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.

2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

B. Typical Paint Colors: As selected by Architect from manufacturer's full range, including colors requiring deep tone tint base. A maximum of 6 interior colors will be selected. A maximum of 2 of any of the colors selected may be selected for use on walls in any single room or space for which paint is indicated.
2.3 PRIMERS/SEALERS

A. Interior Latex Primer/Sealer: MPI #50.

B. Interior Latex Block Filler: MPI #4.

2. LATEX PAINTS

4 A. Latex: MPI #60, MPI #118, and MPI #133.

B. High-Performance Architectural Latex MPI #140 and MPI #141.

C. High-Performance Architectural Latex (Semigloss): MPI #141 (Gloss Level 5).

2. ALKYD PAINTS

5 A. Interior Alkyd (Semigloss): MPI #47 (Gloss Level 5).

B. Interior Alkyd (Gloss): MPI #48 (Gloss Level 6).

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Gypsum Board and Plaster: 12 percent.

C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.

   1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.

B. Remove plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.

C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.

D. Gypsum Board Substrates: Do not begin paint application until finishing compound is dry and sanded smooth. Pre-prime all surfaces prior to application of spray texture.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions.

1. Use applicators and techniques suited for paint and substrate indicated.

2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.

3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.

4. Minimum total prime, intermediate, and top coat dry film thickness shall be 5.0 mils, and greater as required.

B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

E. Painting Mechanical and Electrical Work: Paint items exposed in equipment rooms and occupied spaces including, but not limited to, the following:

1. Mechanical Work:

   a. Uninsulated metal piping.
   b. Uninsulated plastic piping.
   c. Pipe hangers and supports.
   d. Tanks that do not have factory-applied final finishes.
   e. Visible portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets.
   f. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
   g. Mechanical equipment that is indicated to have a factory-primed finish for field painting.
Visible roof top mechanical equipment whether or not factory primed or finish coated.

**2. Electrical Work:**

a. Switchgear.

b. Panelboards.

c. Electrical equipment that is indicated to have a factory-primed finish for field painting.

### 3.4 FIELD QUALITY CONTROL

**A. Testing of Paint Materials:** Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when paints are being applied:

1. Owner will engage the services of a qualified testing agency to sample paint materials being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.

2. Testing agency will perform tests for compliance with product requirements.

3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

### 3.5 CLEANING AND PROTECTION

**A.** At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

**B.** After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

**C.** Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

**D.** At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### 3.6 INTERIOR PAINTING SCHEDULE

**A. Gypsum Board Substrates:**

1. High-Performance Architectural Latex System:

   a. Pre-Prime Coat: Primer sealer, latex, interior, MPI #50.

   b. Prime Coat: Prime sealer, latex, interior MPI #50.

d. Topcoat: Latex, interior, high performance architectural, (Gloss Level 4), MPI #140 and/or.

e. Topcoat: Latex, interior, high performance architectural, semi-gloss (Gloss Level 5), MPI #141 per Architect/Interior Designer.

END OF SECTION 099123

SECTION 230010 - HVAC GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Fixed Price Construction Contract and other Division 1 Specification Sections, apply to work of this Section.

1.2 SCOPE

A. Provide all labor and materials as required for the removal and alteration of existing HVAC equipment and/or ductwork to allow roofing operations, replacement and restoration to function of such equipment and ductwork and other items of HVAC work, as shown on the Drawings and/or as specified herein. Reinstallation of equipment shall include extensions of ductwork, tubing, piping, etc. as required and recharging of refrigerant lines, if and as applicable.

B. Refrigerant piping shall be replaced with new from the connection at the fan coil to the connection at the condensing unit. Refrigerant piping shall be manufacturer’s standard line sets, in lengths as required for proper installation. Coiling of excess tubing will not be acceptable.

1.3 EXAMINATION OF SITE

B. The Contractor shall thoroughly examine the site and satisfy himself to the conditions under which the work is to be performed. The Contractor shall verify at the site all measurements affecting his work and shall be responsible for the correctness of same. No extra compensation will be allowed to the Contractor for the expenses due to his neglect to examine or failure to discover conditions which affect his work. No extra compensation will be allowed on account of difference between actual dimensions and those indicated on the Drawings.

1.4 RULES AND REGULATIONS

A. All work and materials shall be in full accordance with all applicable Federal, State and local rules and regulations and adopted codes and standards. Nothing in the Drawings or specifications shall be construed to permit work not conforming to these codes.

B. Furnish without charge, any additional material and labor when and where required to
comply with these rules and regulations, though the work may not be mentioned in specifications or shown on Drawings. When specifications or Drawings call for or describe materials or construction of a better quality or larger size than required by the above-mentioned rules and regulations, the provisions of the specifications and accompanying Drawings shall take precedence.

1.5 FEES AND PERMITS
A. Provide, procure and pay for all permits, licenses, certificates, inspections, etc. required to carry out and complete the Work.

1.6 INSPECTION
A. Do not allow any work to be covered up or enclosed until inspected, tested and approved by Architect or other authorities having jurisdiction over the work.
B. Should any work be enclosed or covered up before such inspection and test, Contractor shall, at his own expense, uncover work, and after it has been inspected, tested, and approved, make all repairs as necessary to restore all work disturbed by him to its original condition.
C. Protect materials and equipment furnished under this Section, either stored or installed, until final acceptance of the project as a whole.

1.7 INTERRUPTION OF SERVICES
A. Interruption of any existing services shall be kept to a minimum. Shut down shall be made only with approval of and at times designated by Owner. Contractor shall include overtime work cost in his bid for this work.

1.8 DAMAGE BY LEAKS, ETC
A. Be responsible for all damage to any part of the premises or work of other Contractor caused by leaks or breaks in equipment, ductwork, tubing, etc. furnished, installed, or reinstalled under this section during construction and general warranty period.

1.9 CLEANING AND CLOSING
A. Inspect all equipment and ductwork before placing and clean before closing. All ductwork shall be closed at end of each day’s work.

END OF SECTION 230010

SECTION 260500 - ELECTRICAL GENERAL PROVISIONS

PART 1 - GENERAL
1.1 CONDITIONS AND REQUIREMENTS

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

B. Provisions of this Section shall apply to all Sections of Division 26, 27, and 28.

1.2 SCOPE OF WORK

A. Furnish and install all materials and equipment and provide all labor required and necessary to complete the work shown on the drawings and/or specified in all Sections of Division 26 and all other work and miscellaneous items, not specifically mentioned, but reasonably inferred for a complete installation, including all accessories required for testing the system. It is the intent of the drawings and specifications that all systems be complete and ready for operation.

1.3 CODE COMPLIANCE

A. All work and materials shall comply with the latest rules, codes and regulations, including, but not limited to, the following:

1. Occupational Safety and Health Act Standards
2. (OSHA) NFPA #70 – National Electric Code (NEC)
3. ADA Standards – Americans with Disabilities
5. Safety Code NECA – Standard of Installation

B. International Building Code

C. International Fire Code

D. International Energy Conservation Code

E. NFPA #72 – Fire Code

F. NFPA #101 – Life Safety Code

G. All other applicable Federal, State and local laws and regulations.

H. Work to be executed and inspected in accordance with local codes and ordinances. Permits, fees or charges for inspection or other services shall be paid for by the contractor. Local codes and ordinances are to be considered as minimum requirements and must be properly executed without expense to the owner; but do not relieve the contractor from work shown that exceeds minimum requirements.

1.4 CONDITIONS AT SITE

A. Visit to site is recommended of all bidders prior to submission of bid. All will be held to have familiarized themselves with all discernible conditions and no extra payment will
be allowed for work required because of these conditions, whether specifically mentioned or not.

B. Lines of other service that are damaged as a result of this work shall be promptly repaired at no expense to the owner to the complete satisfaction of the owner.

1.5 DRAWINGS AND SPECIFICATIONS

A. All drawings and all specifications shall be considered as a whole and work of this Division shown anywhere therein shall be furnished under this Division.

B. Drawings are diagrammatic and indicate the general arrangement of equipment and wiring. Most direct routing of conduits and wiring is not assured. Exact requirements shall be governed by architectural, structural and mechanical conditions of the job. Consult all other drawings in preparation of the bid. Extra lengths of wiring or addition of pull or junction boxes, etc., necessitated by such conditions shall be included in the bid. Check all information and report any apparent discrepancies before submitting bid.

C. Change to location, type, function, brand name, finish, etc., shall not be made without permission of engineer.

D. Some equipment is specifically designated on the drawings. It is not the intent to sole source any item unless explicitly stated. Items have been specified based upon design requirements. All bidders are encouraged to submit products for approval. Prior approval must be obtained as required by these contract documents. Bids submitted with non-approved items will be considered invalid and bidders will be held to provide approved materials at no additional cost to the owner. Submittals received by the engineer after award of contract on non-approved equipment will not be reviewed nor will they be returned.

E. Where conflicting direction is given within the specifications and drawings, the contractor shall include the most expensive option in the bid.

1.6 SAFETY AND INDEMNITY

A. Safety: The contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

B. No act, service, drawing review or construction review by the owner is intended to include review of the adequacy of the contractor’s safety measures in, on, or near the construction site.

1.7 CONSTRUCTION OBSERVATION BY THE ENGINEER

A. Prior to covering: any major portion of the materials installed under this section, notify the engineer so that an observation can be made. Notification shall be made at least three (3) working days in advance of the date the items will be covered.

1.8 INSTRUCTION OF OWNER’S PERSONNEL
A. The contractor shall conduct an on-site instructional tour of the entire project. The personnel designated by the owner shall be instructed in: operation of all electrical systems, trouble-shooting procedures, and preventative maintenance procedures, uses of Operation and Maintenance manuals and operation of all special systems.

B. Contractor will include in his bid 8 hours of instruction time to be held at the project location after substantial completion for instruction of owner’s personnel. Coordinate time and number of owner personnel to be present and provide schedule to engineer.

1.9 PROJECT COMPLETION

A. Upon completion of all work and operational checks on all systems, the contractor shall request that a final construction observation be performed.

B. The engineer shall compile a punch list of items to be completed or corrected. The contractor shall notify the engineer upon completion of the items.

1.10 GUARANTEE

A. All work under this section shall be guaranteed in writing to be free of defective work, materials, or parts for a period of one (1) year, except lamps which shall be guaranteed for ninety (90) days, after final acceptance of the work under this contract or the period indicated under the Division 1 specifications whichever is longer.

B. Repair, revision or replacement of any and all defects, failure or inoperativeness shall be done by the contractor at no cost to the owner.

PART 2 - PRODUCTS

2.1 MATERIAL APPROVAL

A. The design, manufacturer and testing of electrical equipment and materials shall conform to or exceed latest applicable NEMA, IEEE or ANSI standards.

B. All materials must be new, unless noted otherwise, and UL listed. Materials that are not covered by UL testing standards shall be tested and approved by an independent testing laboratory or a governmental agency, which laboratory shall be acceptable to the owner and code enforcing agency.

2.2 SHOP DRAWINGS AND MATERIALS LIST

A. Submit shop drawings and materials lists as specified for review. Seven (7) copies, unless noted otherwise under Division 1, of submittals shall be presented to the architect/engineer.

2.3 OPERATION AND MAINTENANCE MANUALS
A. Submit four (4) sets, unless noted otherwise under Division 1, of the Operation and Maintenance Manuals of all Division 26 equipment to architect/engineer.

2.4 RECORD DRAWINGS

A. Submit record drawings to owner.

2.5 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Deliver, store, and handle materials in a manner to prevent damage.

B. Protect equipment from weather and dampness.

PART 3 - EXECUTION

3.1 WORKMANSHIP AND CONTRACTOR’S QUALIFICATIONS

A. Only quality workmanship will be accepted. Haphazard or poor installation practice will be cause for rejection of work.

B. Provide experienced foreman with a minimum of three years-experience working on this type of building placed in charge of this work at all times.

C. COORDINATION

D. Coordinate work with other trades to avoid conflict and to provide correct rough-in and connection for equipment furnished under trades that require electrical connections. Inform contractors of other trades of the required access to and clearances around electrical equipment to maintain serviceability and code compliance.

E. Verify equipment dimensions and requirements with provisions specified under this Section. Check actual job conditions before fabricating work. Report necessary changes in time to prevent needless work. Changes or additions subject to additional compensation, which are made without the authorization of the owner, shall be at contractor’s risk and expense.

3.2 MANUFACTURER’S INSTRUCTIONS

A. All installations are to be made in accordance with manufacturer’s recommendations. A copy of such recommendations shall at all times be kept in the job superintendent’s office and shall be available to the engineer.

B. Follow manufacturer’s instructions where they cover points not specifically indicated on drawings and specifications. If they are in conflict with the drawings and specifications obtain clarification from the engineer before starting work.

3.3 QUALITY ASSURANCE
A. The contractor shall insure that all workmanship, all materials employed, all required equipment and the manner and method of installation conforms to accepted construction and engineering practices, and that each piece of equipment is in satisfactory working condition to satisfactorily perform its functional operation.

B. Provide quality assurance tests and operational check on all components of the electrical distribution system, all lighting fixtures, and special systems.

3.4 CUTTING AND PATCHING

A. Perform all cutting and fittings required for work of this section in rough construction of the building.

B. All patching of finished construction of building shall be performed under the sections of specifications covering these materials.

C. No joists, beams, girders or columns shall be cut by any contractor without obtaining written permission from the architect/engineer.

END OF SECTION 260500
SECTION 260519 - CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes building wires and cables and associated connectors, splices, and terminations for wiring systems rated 600 V and less.

1.3 SUBMITTALS

A. Submit shop drawings and product data.

1.4 COORDINATION

A. Coordinate layout and installation of cables with other installations.

B. Revise locations and elevations from those indicated, as required to suit field conditions and as approved by the owner.

PART 2 - PRODUCTS

2.1 BUILDING WIRES AND CABLES

A. Conductors: Stranded, copper, 600 volt insulation, type THHN/THWN, THHN/THWN-2, XHHN/XHHW.

B. Conductors:

C. Solid or stranded for No. 10 and smaller, stranded for No. 8 and larger, copper, 600 volt insulation, type THHN/THWN. Aluminum conductors not allowed unless noted otherwise.

1. Insulation Types: THWN-2 for underground, THWN for wet locations, THHN for dry locations; XHHN/XHHW for GFI branch circuits and feeders fed from GFCI breakers.

D. Color-code 208/120-V system secondary service, feeder, and branch-circuit conductors throughout the secondary electrical system as follows:
1. Phase A: Black.
2. Phase B: Red.
3. Phase C: Blue.
5. Ground: Green.
6. Isolated ground: Green with yellow tracer.

E. Color-code 480/277-V system secondary service, feeder, and branch-circuit conductors throughout the secondary electrical system as follows:

1. Phase A: Brown.
2. Phase B: Orange.
3. Phase C: Yellow.
5. Ground: Green.

F. Wire connectors and splices: units of size, ampacity rating, material, type and class suitable for service indicated.

G. Signal and communication circuits:

1. Special cables as indicated on the drawings.
2. Conductors for general use: stranded copper conductor, #16 AWG minimum, with THWN-2 insulation for underground, THWN for wet locations and THHN insulation for dry locations.

PART 3 - EXECUTION

3.1 GENERAL WIRING METHODS

A. Examine raceways and building finishes to receive wires and cables for compliance with requirements for installation tolerances and other conditions affecting performance of wires and cables. Do not proceed with installation until unsatisfactory conditions have been corrected.

B. Use no wire smaller than #12 AWG for power and lighting circuits and no smaller than #18 AWG for control wiring.

C. The contractor is responsible for upsizing conductor sizes to ensure the maximum voltage drop of any branch circuit does not exceed 3%. For reference, use No. 10 AWG conductor for 20 Amp, 120 volt branch circuits longer than 75 feet, and for 20 Amp, 277 volt branch circuits longer than 200 feet.

D. Place an equal number of conductors for each phase of a circuit in the same raceway or conduit.

E. Splice only in junction or outlet boxes.

F. Neatly train or lace wiring inside boxes, equipment, and panelboards.
G. Make conductor lengths for parallel circuits equal.

H. Provide a separate neutral conductor for each ungrounded conductor. Ungrounded conductors may share a neutral when all of the following conditions are met:

I. The ungrounded conductors are connected to a multi-pole breaker or breakers that are clipped together with a UL listed means that provide a common trip.

J. The ungrounded conductors contained in the same conduit or raceway.

K. The ungrounded conductors all originate from a separate and unique phase bus in the panel.

3.2 INSTALLATION

A. Install wires and cables as indicated, according to manufacturer's written instructions, and the "National Electrical Installation Standards" by NECA.

B. Remove existing wires from raceway before pulling in new wires and cables.

C. Pull Conductors: Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

D. Use pulling means; including fish tape, cable, rope, and basket weave wire/cable grips that will not damage cables or raceway.

E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

F. Support cables above accessible ceilings; do not rest on ceiling tiles. Do not fasten cables to ceiling support wires. Use cable ties to support cables from structure.

3.3 CONNECTIONS

A. Conductor Splices: Keep to minimum.

B. Install splices and tapes that possess equivalent or better mechanical strength and insulation ratings than conductors being spliced.

C. Use splice and tap connectors compatible with conductor material.

D. Wiring at Outlets: Install conductor at each outlet, with at least 12 inches of slack.

E. Connect outlets and components to wiring and to ground as indicated and instructed by manufacturer.

F. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values.

G. Terminate spare conductors with electrical tape.
3.4 LABELING
   A. Provide Brady wire markers or equivalent on all conductors. All wire shall be labeled in each box and panel with the circuit number and panel identification.

3.5 FIELD QUALITY CONTROL
   A. Inspect wire and cable for physical damage.
   B. Perform continuity testing on all power and equipment branch circuit conductors. Verify proper phasing connections.

END OF SECTION 260519

1. SECTION 260526 - GROUNDING

PART 2 - GENERAL

2.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including Fixed Price Construction Contract and Division 1 Specification Sections, apply to this Section.

2.2 SUMMARY
   A. This Section includes grounding of electrical systems and equipment. Grounding requirements specified in this Section may be supplemented by special requirements of systems described in other Sections.

2.3 SYSTEM DESCRIPTION
   A. Ground each separately-derived system neutral to nearest effectively grounded metal structural frame of building or point of service entrance ground.
   B. Bond together system neutrals, service equipment enclosures, exposed non-current carrying metal parts of electrical equipment, metal raceway systems, grounding conductors in raceways and cables, receptacle ground connectors, and plumbing systems.

PART 3 - PRODUCTS

3.1 GROUNDING CONDUCTORS
A. For insulated conductors, comply with Section 260519 - Conductors and Cables.
B. Material: Copper.
C. Equipment Grounding Conductors: Insulated with green-colored insulation. Where green insulation is not available, on larger sizes, black insulation shall be used and suitably identified with green tape at each junction box or device enclosure.
D. Underground Conductors: Bare, tinned, stranded, unless otherwise indicated.
E. Bare Copper Conductors: Medium hard drawn copper conductor, stranded, sized as shown on the drawings.
F. Hardware: Bolts, nuts and washers shall be bronze; cadmium plated steel or other non-corrosive material, approved for the purpose.
G. Grounding Bus: Bare, annealed copper bars of rectangular cross section, with insulators.

3.2 CONNECTOR PRODUCTS
A. Comply with IEEE 837 and UL 467; listed for use for specific types, sizes, and combinations of conductors and connected items.
B. Bolted Connectors: Bolted-pressure-type connectors, or compression type.
C. Welded Connectors: Exothermic-welded type, in kit form, and selected per manufacturer's written instructions.

PART 4 - EXECUTION

4.1 APPLICATION
A. Use only copper conductors for both insulated and bare grounding conductors in direct contact with earth, concrete, masonry, crushed stone, and similar materials.
B. In raceways, use insulated equipment grounding conductors.
C. Exothermic-Welded Connections: Use for connections to structural steel and for underground connections.
D. Equipment Grounding Conductor Terminations: Use bolted pressure clamps.
E. Grounding Bus: Install in electrical and telephone equipment rooms, in rooms housing service equipment, and elsewhere as indicated.
   1. Use insulated spacer; space 1 inch from wall and support from wall 6 inches above finished floor, unless otherwise indicated.

4.2 EQUIPMENT GROUNDING CONDUCTORS
A. Comply with NEC Article 250, for types, sizes, and quantities of equipment grounding conductors, unless specific types, larger sizes, or more conductors than required by NEC are indicated.

B. Install equipment grounding conductors in all feeders and circuits.

C. Install insulated equipment grounding conductor with circuit conductors for the following items, in addition to those required by NEC:

1. Feeders and branch circuits. Lighting circuits.
2. Receptacle circuits.

D. Nonmetallic Raceways: Install an equipment grounding conductor in nonmetallic raceways bonded to outlet or equipment, sized per Section 250 of the NEC.

E. Signal and Communication Systems: For telephone, alarm, voice and data, and other communication systems, provide No. 4 AWG minimum insulated grounding conductor in raceway from grounding electrode system to each service location, terminal cabinet, wiring closet, and central equipment location.

2. Terminal Cabinets: Terminate grounding conductor on cabinet grounding terminal.

F. Provide green insulated ground conductor to exterior post light standards.

G. Provide grounding and bonding at pad-mounted transformer in accordance with Section 261200.

4.3 INSTALLATION

A. Grounding Conductors: Route along shortest and straightest paths possible, unless otherwise indicated. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

B. Bonding Straps and Jumpers: Install so vibration by equipment mounted on vibration isolation hangers and supports is not transmitted to rigidly mounted equipment. Use exothermic-welded connectors for outdoor locations, unless a disconnect-type connection is required; then, use a bolted clamp. Bond straps directly to the basic structure taking care not to penetrate any adjacent parts. Install straps only in locations accessible for maintenance.

C. Metal Water Service Pipe: Provide insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes by grounding clamp connectors. Where a dielectric main water fitting is installed,
connect grounding conductor to street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.

4.4 CONNECTIONS

A. General: Make connections so galvanic action or electrolysis possibility is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.

1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer to order of galvanic series.
2. Make connections with clean, bare metal at points of contact.
   Make aluminum-to-galvanized steel connections with tin-plated copper jumpers and mechanical clamps.

5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

B. Exothermic-Welded Connections: Comply with manufacturer's written instructions. Welds that are puffed up or that show convex surfaces indicating improper cleaning are not acceptable.

C. Equipment Grounding Conductor Terminations: For No. 8 AWG and larger, use pressure-type grounding lugs. No. 10 AWG and smaller grounding conductors may be terminated with winged pressure-type connectors.

D. Noncontact Metal Raceway Terminations: If metallic raceways terminate at metal housings without mechanical and electrical connection to housing, terminate each conduit with a grounding bushing. Connect grounding bushings with a bare grounding conductor to grounding bus or terminal in housing. Bond electrically non-continuous conduits at entrances and exits with grounding bushings and bare grounding conductors, unless otherwise indicated.

E. Tighten screws and bolts for grounding and bonding connectors and terminals according to manufacturer's published torque-tightening values.

F. Compression-Type Connections: Use hydraulic compression tools to provide correct circumferential pressure for compression connectors. Use tools and dies recommended by connector manufacturer. Provide embossing die code or other standard method to make a visible indication that a connector has been adequately compressed on grounding conductor.

G. Moisture Protection: If insulated grounding conductors are connected to ground rods or grounding buses, insulate entire area of connection and seal against moisture penetration of insulation and cable.

4.5 SYSTEM NEUTRAL GROUND
A. Ground the neutral conductor of each transformer to limit the maximum potential above ground due to normal operating voltage and limit the voltage level due to abnormal conditions.

B. Ground transformers with secondary voltage 600 volt or less as follows:

C. 3 phase, 4 wire Wye connected: ground neutral point

D. For transformers 75 kVA or smaller with primary voltage 480 volt or less the primary equipment ground conductor may be used for grounding the secondary neutral provided it is adequately sized in accordance with NEC system ground conductor size.

4.6 EQUIPMENT GROUND

A. Ground non-current carrying metal parts of electrical equipment enclosures, frames, conductor raceways or cable trays to provide a low impedance path for line-to-ground fault current and to bond all non-current carrying metal parts together. Install a grounding conductor in each raceway system. Equipment grounding conductor shall be electrically and mechanically continuous from the electrical circuit source to the equipment to be grounded. Size grounding conductors per NEC 250 unless otherwise shown on the drawings.

B. Install metal raceway couplings, fittings, and terminations secure and tight to ensure good grounding continuity. Provide grounding conductor sized per NEC through all raceway and conduit systems.

C. Motors shall be connected to equipment ground conductors with a bolted solderless lug connection on the metal frame.

4.7 FIELD QUALITY CONTROL

A. Inspect grounding and bonding system conductors and connections for tightness and proper installation.

END OF SECTION 260526
SECTION 260533 - RACEWAYS AND BOXES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Fixed Price Construction Contract and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY
   A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

1.3 DEFINITIONS
   A. EMT: Electrical metallic tubing.
   B. FMC: Flexible metal conduit.
   C. IMC: Intermediate metal conduit.
   D. LFMC: Liquidtight flexible metal conduit.
   E. RMC: Rigid metal conduit.
   F. RNC: Rigid Polyvinyl Chloride conduit.
   G. PVC: Rigid Polyvinyl Chloride conduit
   H. HDPE: High Density Polyethylene Conduit

1.4 SUBMITTALS
   A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

1.5 COORDINATION
   A. Coordinate layout and installation of raceways and boxes with other construction elements to ensure adequate headroom, working clearance, and access.

PART 2 - PRODUCTS
2.1 METAL CONDUIT AND TUBING

A. Rigid Steel Conduit: ANSI C80.1.
B. IMC: ANSI C80.6.
C. PVC coated Steel Conduit and Fittings: NEMA RN 1; rigid steel conduit with external 40 mil PVC coating and internal two mil urethane coating.
D. EMT and Fittings: ANSI C80.3. Fittings: Set-screw type.
E. FMC: Zinc-coated steel.
F. LFMC: Flexible steel conduit with PVC jacket. Fittings: NEMA FB 1; compatible with conduit/tubing materials.

2.2 NONMETALLIC CONDUIT AND TUBING

A. RNC: NEMA TC 2, Schedule 40 PVC. Fittings: NEMA TC 3; match to conduit and material.

2.3 METAL WIREWAYS

A. Material: Sheet metal sized and shaped as indicated.
B. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
C. Finish: Manufacturer's standard enamel finish.

2.4 OUTLET AND DEVICE BOXES

A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.
B. Cast-Metal Boxes: NEMA FB 1, Type FD, cast box with gasketed cover.

2.5 PULL AND JUNCTION BOXES

A. Small Sheet Metal Boxes: NEMA OS 1, galvanized steel.
B. Cast-Metal Boxes: NEMA FB 1, cast aluminum with gasketed cover.

2.6 ENCLOSURES AND CABINETS

A. Hinged-Cover Enclosures: NEMA 250, Type 1, 3R, or 4, with continuous hinge cover and flush latch, key operable.
B. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.

C. Cabinets: NEMA 250, Type 1, galvanized steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel. Hinged door in front cover with flush latch and concealed hinge. Key latch to match panelboards. Include metal barriers to separate wiring of different systems and voltage, and include accessory feet where required for freestanding equipment.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to receive raceways, boxes, enclosures, and cabinets for compliance with installation tolerances and other conditions affecting performance of raceway installation. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 WIRING METHODS

A. Outdoors: Use the following wiring methods:

1. Exposed: Rigid steel or IMC.
2. Concealed: Rigid steel or IMC.
3. Underground, Single Run: RNC or PVC Externally Coated Rigid Steel Conduit where required by NEC 517.13.
4. Underground, Grouped: RNC or PVC Externally Coated Rigid Steel Conduit where required by NEC 517.13.
5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
6. Boxes and Enclosures: NEMA 250, Type 3R or Type 4.

B. Indoors: Use the following wiring methods:

C. Exposed: EMT or "Wiremold" metallic raceways or equal.

1. Exposed in public areas: "Wiremold" metallic raceways or equal. Use of exposed raceways in public areas must be approved by the architect prior to installation for each location. Use of exposed EMT in areas visible to the public is not allowed unless specifically approved by the architect prior to installation. Replacement of unapproved installations of exposed raceways will be at the expense of the contractor if deemed necessary by the architect or engineer.
2. Concealed: EMT, MC-Cable, Hospital Grade MC-Cable for all Patient Care Areas. Note: MC-Cable is not approved for "homeruns"
3. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC; except in wet or damp locations, use LFMC.
4. Damp or Wet Locations: Rigid steel conduit.
5. Boxes and Enclosures: NEMA 250, Type 1, except as follows:
3.3 INSTALLATION

A. Install raceways, boxes, enclosures, and cabinets as indicated, according to manufacturer's written instructions.

B. Minimum Raceway Size: 1/2-inch trade size. 3/4-inch minimum for "homeruns".

C. Conceal conduit and EMT, unless otherwise indicated, within finished walls, ceilings, and floors.

D. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

E. Install raceways level and square and at proper elevations. Provide adequate headroom.

F. Complete raceway installation before starting conductor installation.

G. Route exposed conduit and conduit above accessible ceilings parallel and perpendicular to walls and adjacent piping.

H. Use temporary closures to prevent foreign matter from entering raceways.

I. Protect stub-ups from damage where conduits rise through floor slabs. Arrange so curved portion of bends is not visible above the finished slab.

J. Make bends and offsets so ID is not reduced. Keep legs of bends in the same plane and straight legs of offsets parallel, unless otherwise indicated.

K. Use raceway fittings compatible with raceways and suitable for use and location. For intermediate steel conduit, use threaded rigid steel conduit fittings, unless otherwise indicated.

L. Run concealed raceways, with a minimum of bends, in the shortest practical distance considering the type of building construction and obstructions, unless otherwise indicated.

M. Raceways Embedded in Slabs: Install in middle third of slab thickness where practical, and leave at least 1-inch concrete cover.

1. Secure raceways to reinforcing rods to prevent sagging or shifting during concrete placement.
2. Space raceways laterally to prevent voids in concrete.
3. Run conduit larger than 1-inch trade size parallel to or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support.
4. Transition from nonmetallic tubing to rigid steel conduit or IMC before rising above floor.
N. Install exposed raceways parallel to or at right angles to nearby surfaces or structural members, and follow the surface contours as much as practical.

1. Run parallel or banked raceways together, on common supports where practical.
2. Make bends in parallel or banked runs from same centerline to make bends parallel. Use factory elbows only where elbows can be installed parallel; otherwise, provide field bends for parallel raceways.

O. Join raceways with fittings designed and approved for the purpose and make joints tight.

1. Make raceway terminations tight. Use bonding bushings or wedges at connections subject to vibration. Use bonding jumpers where joints cannot be made tight.
2. Use insulating bushings to protect conductors.

P. Tighten set screws of threadless fittings with suitable tools.

Q. Terminiations: Where raceways are terminated with locknuts and bushings, align raceways to enter squarely and install locknuts with dished part against the box. Where terminations are not secure with 1 locknut, use 2 locknuts: 1 inside and 1 outside the box.

R. Where raceways are terminated with threaded hubs, screw raceways or fittings tightly into the hub so the end bears against the wire protection shoulder. Where chase nipples are used, align raceways so the coupling is square to the box and tighten the chase nipple so no threads are exposed.

S. Install pull wires in empty raceways. Utilize polyester line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of the pull wire.

T. Telephone and Signal System Raceways: In addition to the above requirements, install raceways in maximum lengths of 150 feet and with a maximum of two 90-degree bends or equivalent. Separate lengths with pull or junction boxes where necessary to comply with these requirements.

U. Install raceway sealing fittings according to manufacturer’s written instructions. Locate fittings at suitable, approved, and accessible locations and fill them with UL-listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:

1. Where conduits pass from warm to cold locations, such as the boundaries of refrigerated spaces.
2. Where conduit pass from the interior to the exterior of a building. Where otherwise required by NEC.

V. Apply firestopping to cable and raceway penetrations of fire-rated floor, ceiling, and wall assemblies to achieve fire-resistance rating of the assembly. Boxes installed in fire-rated floor, ceiling, and wall assemblies shall result in no larger than a 16 square-inch penetration in the fire-rated wall surface and the quantity of penetrations shall not be greater than 100 square-inches for every 100 square feet of fire-rated wall area.
Where boxes are located on both sides of a fire-rated wall, the boxes shall have a minimum of a 24” horizontal spacing, where a 24” horizontal spacing cannot be achieved, furnish and install listed fire-rated putty on the boxes as required by the IBC.

W. Route conduit through roof openings for piping and ductwork where possible; otherwise, install roof penetrations in accordance with roofing system requirements. Coordinate with roofing installer.

X. Stub-up Connections: Extend conduits through concrete floor for connection to freestanding equipment. Install with an adjustable top or coupling threaded inside for plugs set flush with the finished floor. Extend conductors to equipment with rigid steel conduit; FMC may be used 6 inches above the floor. Install screwdriver-operated, threaded flush plugs flush with floor for future equipment connections.

Y. Flexible Connections: Use maximum of 6 feet of flexible conduit for recessed and semi-recessed lighting fixtures; for equipment subject to vibration, noise transmission, or movement; and for all motors. Use liquidtight flexible conduit in wet or damp locations. Install separate ground conductor across flexible connections.

Z. PVC Externally Coated, Rigid Steel Conduits: Use only fittings approved for use with that material. Patch all nicks and scrapes in PVC coating after installing conduits.

AA. Surface Raceways: Install a separate, green, ground conductor in raceways from junction box supplying the raceways to receptacle or fixture ground terminals.

BB. Conduits shall not be routed on or above the roof without prior approval from the Engineer. Instead, the branch circuits shall be routed at the structure level below the roof to feed roof-top equipment. When approval is granted to route conduits on or above the roof, the conduits shall be strapped to COOPER industries DB series support blocks at intervals not exceeding NEC requirements. The conduits shall not be rested directly on the roof. It shall be permissible to penetrate the roof adjacent mechanical or electrical equipment to power that respective equipment.

3.4 SUPPORT INSTALLATION

A. Install support devices to securely and permanently fasten and support electrical components.

B. Install individual and multiple raceway hangers and riser clamps to support raceways. Provide U-bolts, clamps, attachments, and other hardware necessary for hanger assemblies and for securing hanger rods and conduits.

C. Support parallel runs of horizontal raceways together on trapeze- or bracket-type hangers, at least every 8 feet.

D. Size supports for multiple raceway installations so capacity can be increased by a 25 percent minimum in the future.

E. Support individual horizontal raceways with separate, malleable-iron pipe hangers or clamps.

F. Install 1/4-inch diameter or larger threaded steel hanger rods, unless otherwise indicated.
G. Spring-steel fasteners specifically designed for supporting single conduits or tubing may be used instead of malleable-iron hangers for 1-1/2-inch and smaller raceways serving lighting and receptacle branch circuits above suspended ceilings and for fastening raceways to slotted channel and angle supports.

H. Arrange supports in vertical runs so the weight of raceways and enclosed conductors is carried entirely by raceway supports, with no weight load on raceway terminals.

I. Simultaneously install vertical conductor supports with conductors.

J. Separately support cast boxes that are threaded to raceways and used for fixture support. Support sheet-metal boxes directly from the building structure or by bar hangers. If bar hangers are used, attach bar to raceways on opposite sides of the box and support the raceway with an approved fastener not more than 24 inches from the box.

K. Install metal channel racks for mounting cabinets, panelboards; disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices unless components are mounted directly to structural elements of adequate strength.

L. Install sleeves for cable and raceway penetrations of concrete slabs and walls unless core-drilled holes are used. Install sleeves for cable and raceway penetrations of masonry and fire-rated gypsum walls and of all other fire-rated floor and wall assemblies. Install sleeves during erection of concrete and masonry walls.

M. Securely fasten electrical items and their supports to the building structure, unless otherwise indicated. Do not fasten supports to piping, ductwork, mechanical equipment, or conduit. Perform fastening according to the following unless other fastening methods are indicated:

N. Masonry: Toggle bolts on hollow masonry units and expansion bolts on solid masonry units.

1. New Concrete: Concrete inserts with machine screws and bolts. Existing Concrete: Expansion bolts.
3. Fasteners: Select so the load applied to each fastener does not exceed 25 percent of its proof-test load.

O. Do not drill structural steel members.

P. All supports and attachments shall meet project seismic zone requirements.

3.5 BOX INSTALLATION

A. Do not install boxes back-to-back in walls.

B. Locate boxes in masonry walls to require cutting of masonry unit edge only. Coordinate masonry cutting to achieve neat openings for boxes.
C. Provide knockout closures for unused openings.

D. Support boxes independently of conduit except for cast boxes that are connected to two rigid metal conduits, both supported within 12 inches of box.

E. Use 4” boxes with multiple-gang mudring where more than one device are mounted together; do not use sectional boxes. Provide barriers to separate wiring of different voltage systems.

F. Install boxes in walls without damaging wall insulation.

G. Coordinate mounting heights and locations of outlets mounted above counters, benches, and backsplashes.

H. Position outlets to locate lighting fixtures as shown on reflected ceiling plans.

I. In inaccessible ceiling areas, position outlets and junction boxes within 6 inches of recessed luminaire, to be accessible through luminaire ceiling opening.

J. Provide recessed outlet boxes in finished areas; secure boxes to interior wall and partition studs, accurately positioning to allow for surface finish thickness. Use stamped steel stud bridges for flush outlets in hollow stud walls, and adjustable steel channel fasteners for flush ceiling outlet boxes.

K. Align wall-mounted outlet boxes for switches, thermostats, and similar devices.

L. For boxes installed in metal construction, use rigid support metal bar hangers or metal bar fastened to two studs or with metal screws to metal studs.

M. Install hinged-cover enclosures and cabinets plumb. Support at each corner.

N. Locate pull and junction boxes above accessible ceilings or in unfinished areas. Support pull and junction boxes independent of conduit.

O. Minimum box size to be 4” square by 2 1/8” deep.

3.6 LABELING

A. Label coverplate of all pull and junction boxes by system served. Indicate panel circuits for power and lighting boxes.

3.7 CLEANING

A. On completion of installation, including outlet fittings and devices, inspect exposed finish. Remove burrs, dirt, and construction debris and repair damaged finish, including chips, scratches, and abrasions.

END OF SECTION 260533
SECTION 266000 – ELECTRICAL DEMOLITION AND REPAIR

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Fixed Price Construction Contract and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes electrical demolition and repair. Work includes removal of obsolete wiring and electrical apparatus; relocation, reconnection or replacement of existing wiring affected by demolition or new construction; capping off concealed wiring abandoned due to demolition or new construction.

PART 2 - PRODUCTS

2.1 EQUIPMENT

A. Conductors and Cables: Refer to Section 260519 – Conductors and Cables.

B. Raceways and Boxes: Refer to Section 260533 – Raceways and Boxes.

PART 3 - EXECUTION

3.1 DEMOLITION

A. Protect existing electrical equipment and installations indicated to remain. If damaged or disturbed in the course of the work, remove damaged portions and install new products of equal capacity, quality, and functionality.

B. Accessible Work: Remove exposed electrical equipment and installations, indicated to be demolished, in their entirety. Completely remove all exposed traces, hardware, wiring and conduit systems to the source. All knockouts and holes shall be patched or plugged.

C. Contractor shall re-use existing straight conduit runs and factory bends for conduits 2” and larger, provided that they are not damaged in any way and are installed in accordance with Section 260533.

D. Re-use of all other electrical apparatus and material is subject to approval by owner.

E. Abandoned Work: Cut and remove buried raceway and wiring, indicated to be abandoned in place, 2 inches below the surface of adjacent construction. Cap raceways and patch surface to match existing finish.
F. Remove demolished material for recycling as directed by owner.

G. Remove, store, clean, reinstall, reconnect, and make operational components indicated for relocation.

H. Power outages shall be held to a minimum and coordinated with the owner. Contractor shall schedule outages during off-hours.

END OF SECTION 266000

SECTION 311000 - SITE

CLEARING PART 1 - GENERAL

1.1. RELATED DOCUMENTS

A. Drawings and general provisions of the Fixed Price Construction Contract and Division 1 Specification Sections, apply to this Section.

1.2. SUMMARY

A. This Section includes the following:

1. Removal of above-grade improvements, asphalt paving, and concrete flatwork where indicated.
2. Removal of below grade landscape irrigation system in coordination with landscape irrigation Contractor.

1.3. PROJECT CONDITIONS

A. Traffic: Conduct site-clearing operations to ensure minimum interference with driveways, roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct roads, streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction.

B. Protection of Existing Improvements: Provide protections necessary to prevent damage to existing improvements indicated to remain in place, if any.

1. Protect improvements on adjoining properties and on Owner's property.
2. Restore damaged improvements to their original condition, as acceptable to property owners.

1.4. EXISTING SERVICES

A. General: Indicated locations are approximate; determine exact locations before commencing Work.

B. Arrange and pay for disconnecting, removing, capping, and plugging utility services as required. Notify affected utility companies in advance and obtain approval before starting this Work.

C. Place markers to indicate location of disconnected services. Identify service lines and capping locations on Project Record Documents. The landscape contractor shall cap and
mark irrigation piping and control wiring at locations where the above have been cut and removed.

PART 2 - PRODUCTS (Not Applicable.) PART 3 - EXECUTION

3.1. SITE CLEARING
A. Remove all existing site features as indicated on the Drawings.
   1. Store and protect any items indicated for reinstallation.

3.2. DISPOSAL OF WASTE MATERIALS
A. Burning on Owner’s Property: Burning is not permitted on Owner’s property.
B. Removal from Owner’s Property: Remove waste materials and unsuitable topsoil from Owner’s property.

END OF SECTION 311000

SECTION 312200 - EXCAVATING

PART 1 – GENERAL

1. RELATED DOCUMENTS
   1
   A. Drawings and general provisions of the Fixed Price Construction Contract and Division 01 Specification Sections, apply to this Section.

1. SUMMARY
   2
   A. Section Includes
      1. Excavation throughout the site.

1.3 PROJECT/SITE CONDITIONS
   A. Verify that survey bench mark and intended elevations for the Work are as indicated.

PART 2 - PRODUCTS - NOT USED. PART 3 - EXECUTION

3.1 PREPARATION
A. Identify required lines, levels, contours, and datum.
B. Identify known underground, above ground, and aerial utilities. Stake and flag locations.
C. Notify utility company to remove and relocate utilities.
D. Protect above and below grade utilities which are to remain.
E. Protect bench marks, existing structures, plant life, survey control points, fences, and paving from excavating equipment and vehicular traffic.
F. Carefully examine site and available information to determine the type of soil to be encountered. Discuss problems with Architect before proceeding with work.

3.2 EXECUTION - Excavating
A. Excavate subsoil to accommodate paving, building foundations, slabs-on-grade, site structures and construction operations. Notify Soil Engineer for review and approval before continuing work.
B. Grade top perimeter of excavating to prevent surface water from draining into excavation.
C. Hand trim excavation. Remove loose matter.
D. Notify Architect of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.
E. Correct areas over excavated by error at no additional cost to Owner.
F. Stockpile excavated material in area designated on site by Owner; remove excess or unsuitable material from site.
G. Correct unauthorized excavation at no extra cost to Owner.
H. Underpin adjacent structures which may be damaged by excavation work, including utilities and pipe chases.
I. Pump groundwater as necessary to achieve specified excavation. Pump to an area designated by Owner.

3.3 FIELD QUALITY CONTROL
A. Section 01400 - Quality Assurance: Field inspection and testing.
B. Provide for visual inspection of bearing surfaces.
C. Ada County Highway District will provide inspection & compaction testing of excavated subgrade in Right-of-way.

3.4 PROTECTION
A. Prevent displacement or loose soil from falling into excavation; maintain soil stability.
B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.

END OF SECTION 312200

SECTION 312300 - EARTHWORK

PART 1 - GENERAL

1.1. RELATED DOCUMENTS

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

1.2. SUMMARY

A. This Section includes excavation, backfill, and fill for the following:

1. General grading and preparing of subgrade for foundations, slabs, and paving.
2. Removal and stockpiling and/or off-site disposal of existing on-site soils materials not suitable for general or structural fill.
3. General on-site grading, cutting, and filling.
4. Structural fill under and around paving, foundations, and slabs.
5. Excavation for foundations and slabs and subsequent backfilling.
6. Drainage Fill Course for support of slabs and structures.
7. Paving Base Course for support of incidental asphalt paving.
8. Placement and rough grading of topsoil in planted areas within limits of construction.

1.3. DEFINITIONS

A. Excavation consists of removal of material encountered to subgrade elevations indicated and subsequent disposal or stockpiling of materials removed.

B. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of the Architect. Unauthorized excavation, as well as remedial work directed by the Architect shall be at Contractor’s expense.

1. Under footings, foundation bases, or other structures, fill unauthorized excavation by extending indicated bottom elevation of footing or base to excavation bottom, without altering required top elevation. Compacted imported structural fill shall be used to bring elevations to proper position. Softening of bottoms of footing trenches by teeth on backhoe bucket shall be considered unauthorized excavation. Final excavation at bottom of footing trenches shall be done in a manner to leave smooth, undisturbed native material at bottom of trench.

2. In locations other than those above, backfill and compact unauthorized excavations as specified for authorized excavations of same classification.

C. Additional Excavation: When excavation has reached required subgrade elevations, notify the Architect who will make an inspection of conditions. If the Architect determines that bearing materials at required subgrade elevations are unsuitable, continue excavation until
suitable bearing materials are encountered and replace excavated material as directed by the Architect. The Contract Sum shall be adjusted by an appropriate modification.

D. Subgrade: The undisturbed earth or the compacted soil layer immediately below structural fill, drain rock fill, general fill, drainage fill, paving base course, or topsoil materials.

E. Structure: Buildings, foundations, slabs, pavements, tanks, curbs, or other man-made stationary features occurring above or below ground surface.

1.4. QUALITY ASSURANCE

A. Codes and Standards: Perform excavation work in compliance with applicable requirements of authorities having jurisdiction.

B. Testing and Inspection Service: The Owner will employ and pay for a qualified independent geotechnical testing laboratory, hereinafter referred to as the Testing Agency, to perform soil compaction testing and inspection service during earthwork operations.

1. The Contractor shall notify the Testing Agency at least 24 hours in advance of each required test. Every soils lift will be tested (at the Owner's discretion). Do not proceed with additional fill work until compaction tests have been completed on the previous lift and accepted.

1.5. PROJECT CONDITIONS

A. Existing Utilities: Locate existing underground utilities in areas of excavation work. If utilities are indicated to remain in place, provide adequate means of support and protection during earthwork operations.

1. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.

2. Do not interrupt existing utilities serving facilities occupied by Owner or others, during occupied hours, except when permitted in writing by Owner and then only after acceptable temporary utility services have been provided.

    a. Provide minimum of 48-hour notice to Owner and receive written notice to proceed before interrupting any utility.

3. Demolish and completely remove from site existing underground utilities specifically indicated to be removed. Coordinate with utility companies for shutoff of services if lines are active.

B. Use of Explosives: Explosives shall not be used.

C. Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights.

D. Cemented Soils: Excavation of existing cemented soils shall be considered as normal excavation. Such soils shall be excavated as required at no additional cost to the Owner.
E. Rock: Solid rock ledges, if encountered shall be considered as unforeseen conditions. Should excavation be required through such solid rock, such work shall be subject to changes in the Contract Sum. Loose and individual rocks encountered in excavations shall not be considered rock, but shall be considered as normal excavation.

1. Protect existing structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
2. The Contractor shall immediately, and at no additional cost to the Owner, repair damage to existing construction caused by earthwork operations.

PART 2 - PRODUCTS

2.1. SOIL MATERIALS

A. Existing On-Site Subsoil Materials: Existing on-site sub-soil materials may be used for general fill on site except where structures, pavements, or slabs are to be constructed. Such materials shall not be used as fill under or within 5 feet of building or under slabs, structures, paving, or any foundations. Such fill materials shall be free from debris, large stones, etc.

B. General Imported Fill: General imported fill shall consist of non-plastic soils materials from an approved source, free from debris, organic materials, contaminants, stones larger than 4" in maximum dimension, and other undesirable features. Such materials may be used for general fill on site and around building except where pavements or slabs are to be constructed. Such materials may not be used under or within 5 feet of building or under slabs, structures, paving, or any foundations.

C. Imported Structural Fill: Imported Structural Fill shall be used for backfill of all utilities trenches under paved areas and / or as noted on Drawings, under all concrete slabs, walks, and asphalt paving, under all footings and structures, and for all fill and backfill within 5 feet of building (including backfill around foundations).

1. Imported structural fill shall be well-graded pit run sand / gravel mixture with 6" maximum aggregate size, with not more than 50% of aggregate greater than ¾" and with not more than 12% of the material passing a No. 200 sieve. Material shall be free from debris, organic material, silts, and clays. All oversize aggregate shall be removed. Fines shall be non-plastic.
2. Imported structural fill source and material shall be approved by the Testing Agency prior to delivery of any such material to project site.

D. Drainage Fill for Slabs: same as paving base material specified in Paragraph 2.1.E. below.

E. Paving Base: Well graded mixture sand/gravel mixture with 100 percent of the material passing a 3/4 inch sieve and with not more than 8 percent of the material passing a No. 200 sieve. Fines shall be non-plastic.

F. Topsoil: Topsoil shall be stockpiled topsoil from on-site sources as specified in Section 02110 - Site Clearing. If stockpiled topsoil is insufficient, the Contractor shall use imported topsoil from off-site sources approved by the Architect, at no additional cost to the Owner.

G. Other Fill Materials shall conform to notes on Drawings.
H. Detectable Warning Tape: Acid-and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick minimum, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried.

   1. Tape Colors: Provide tape colors to utilities as follows:
      b. Yellow: Gas, oil, steam, and dangerous materials.
      c. Orange: Telephone and other communications.
      d. Blue: Water systems.
      e. Green: Sewer systems.

PART 3 - EXECUTION

3.1. EXCAVATION, GENERAL

A. Unclassified Excavation: Excavation is unclassified and includes excavation to required subgrade elevations regardless of the character of materials and obstructions encountered.

B. Comply with local codes, ordinances, and requirements of all authorities having jurisdiction over the Work. Maintain stable excavations, properly shored, barricaded, and lighted.

C. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 0.10 foot. Do not disturb bottom of excavations. Trim bottoms to required lines and grades to leave solid base to receive other work.

   1. Areas excavated deeper than elevations indicated shall be filled with compacted Imported Structural Fill.

3.2. STABILITY OF EXCAVATIONS

A. General: Comply with local codes, ordinances, and requirements of agencies having jurisdiction.

B. Slope sides of excavations to comply with local codes, ordinances, and requirements of agencies having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in safe condition until completion of backfilling.

C. Shoring and Bracing: Provide materials for shoring and bracing, such as sheet piling, uprights, stringers, and cross braces, in good serviceable condition. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Extend shoring and bracing as excavation progresses.

3.3. APPROVAL OF SUBGRADE

A. Notify the Testing Agency and the Architect when excavations have reached required subgrade.

B. When Architect determines that unforeseen unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
1. Unforeseen additional excavation and replacement material will be paid according to the Contract provisions for change in the Work.

C. Reconstruct subgrades damaged by freezing temperatures, frost, rain, snow, surface water runoff from adjacent areas, accumulated water, or construction activities as directed by the Architect, at Contractor's expense.

3.4. DEWATERING

A. Prevent rain, snow, surface water, construction water, and subsurface or groundwater from flowing into excavations and from flooding project site and surrounding area.

1. Do not allow water from any source to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting of footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.

2. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rainwater and water removed from excavations to collecting or runoff areas. Do not use trench excavations as temporary drainage ditches.

B. Protect subgrades and foundation soils from softening and damage by rain, snow, or water runoff from adjacent areas.

3.5. STORAGE OF EXCAVATED MATERIALS

A. Stockpile excavated materials acceptable for backfill and fill on site. Place, grade, and shape stockpiles for proper drainage.

1. Locate and retain soil materials well away from edges of excavations.

B. Dispose of all excess excavated soil material and materials not needed for use as backfill or fill. Dispose of such material off of the Owner's property.

3.6. EXCAVATION FOR STRUCTURES AND SLABS

A. Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 foot, and extending a sufficient distance from footings and foundations to permit placing and removal of concrete form work, installation of services, other construction and for inspection.

1. Excavations for footings and foundations: Do not disturb bottom of excavations. Excavate by hand where material is loosened by teeth of excavating equipment and to final grade. Trim bottoms to required lines and grades to leave a solid base to receive other work.

2. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Structures: Conform to elevations and dimensions indicated within a tolerance of plus or minus 0.10 foot, plus a sufficient distance to permit placing and removal of concrete form work, installation of services, and other construction, and for
3.7. TRENCH EXCAVATION FOR PIPES AND CONDUIT

A. Excavate trenches to uniform width, sufficiently wide to provide ample working room and a minimum of 6 to 9 inches of clearance on both sides of pipe or conduit.

B. Excavate trenches to depth indicated or required to establish indicated slope and invert elevations and to support bottom of pipe or conduit on undisturbed soil. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.

1. If and where rock is encountered, carry excavation 6 inches below required elevation.
2. All piping and conduit below grade and / or below slabs which is contained in compacted imported structural fill shall be bedded in 6" minimum sand at bottoms, to both sides, and over tops of piping and conduit. Refer also to requirements of Specifications Section 01010 - Summary of Work, Refer Paragraph 1.16.A.9.
3. At each pipe joint, dig bell holes to relieve pipe bell of loads and to ensure continuous bearing of pipe barrel on bearing surface.

3.8. COLD WEATHER PROTECTION

A. Protect excavation bottoms and sides against freezing when atmospheric temperature is less than 35 degrees F. Do not use material with a temperature of less than 35 degrees F, or material containing frozen particles for fill or backfill.

3.9. BACKFILL AND FILL

A. General: Place soil material in layers to required subgrade elevations, for each area classification listed below, using materials specified in Part 2 of this Section.

1. More than 5' outside building lines, use satisfactory excavated or general imported fill material except where pavements or slabs are to be constructed.
2. Under exterior slabs and pavements, use Imported Structural Fill, and / or Drainage Fill course or Paving Base course materials, as specified or noted.
3. Under building slabs, footings, foundations, and under and around structures and foundations, and within 5 feet of building, use Imported Structural Fill with Drainage Fill course under slabs. Do not use existing on-site subsoil materials under building slabs, footings, and foundations; under or around structures or foundations; or within 5 feet of building.
4. Under and for backfill over piping and conduit under paved areas and / or as noted on Drawings, use Imported Structural Fill. Bed all piping and conduit in sand, 6 inches below, to sides, and above piping or conduit.
5. Provide 4-inch-thick concrete base slab support for piping or conduit less than 2'-6" below surface of roadways. After installation and testing of piping or conduit, provide minimum 4-inch-thick encasement (sides and top) of concrete prior to backfilling or placement of roadway subbase.
6. Provide 1'-0" minimum topsoil fill at all areas to receive grass seed or sod. Placement and rough grading of topsoil shall include culling of materials not qualifying as topsoil.
7. The Contractor shall not "waste" materials into areas to receive backfill or fill, nor shall the Contractor use fill materials of a given type in an area intended to receive
fill materials of another type. (Example: Do not use drain rock in general fill areas). The Contractor shall not dump excess concrete materials in an area to receive backfill or fill.

8. Do not mix existing on-site subsoil materials with Imported Structural Fill. Such materials shall be placed in separate layers.

B. Backfill excavations as promptly as work permits, but not until completion of the following:

1. Acceptance of construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.
2. Do not backfill trenches until tests and inspections have been made and backfilling is authorized by the Architect. Use care in backfilling to avoid damage or displacement of pipe systems.
3. Inspection, testing, approval, and recording locations of underground utilities have been performed and recorded.
5. Removal of shoring and bracing, and backfilling of voids with satisfactory materials.
6. Removal of trash and debris from excavation.
7. Permanent or temporary horizontal bracing is in place on horizontally supported walls.

3.10. PROOF ROLLING, PLACEMENT, AND COMPACTION

A. Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow strip, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface.

B. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

C. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

D. Place backfill and fill materials evenly adjacent to structures, piping, or conduit to required elevations. Prevent wedging action of backfill against structures or displacement of piping or conduit by carrying material uniformly around structure, piping, or conduit to approximately same elevation in each lift.

E. Control soil and fill compaction, providing minimum percentage of density specified for each area classification indicated below. Correct improperly compacted areas or lifts immediately if soil density tests indicate inadequate compaction.

F. Proof roll areas to receive asphalt paving and concrete slabs at grade level using a loaded ten-wheel dump truck or equivalent. Demonstrate absence of soft spots and/or pumping of soils by such proof rolling.

G. Compact fill materials to not less than the following:

1. Compact exposed surface (native material) of excavated areas under slabs, walks, paving and footings to not less than 95% of maximum density per ASTM D-1557 to a depth of 1'-0" below surface of excavated area only as determined necessary and directed by geotechnical engineer.
2. Compact each layer of Imported Structural Fill material to not less than 95% of maximum density per ASTM D-1557.
3. Compact each layer of Drainage Fill Course and Paving Base Course to not less than 95% of maximum density per ASTM D-1557.
4. Compact each layer of existing on-site soils materials and imported soils used for general fill to not less than 90% of maximum density per ASTM D-1557.

H. Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade or layer of soil material. Apply water in minimum quantity as necessary to prevent free water from appearing on surface during or subsequent to compaction operations.

1. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.
2. Stockpile or spread soil material that has been removed because it is too wet to permit compaction. Assist drying by discing, harrowing, or pulverizing until moisture content is reduced to a satisfactory value.

I. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.11. GRADING

A. General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated, or between such points and existing grades.

B. Grading Outside Building Lines: Grade areas adjacent to building lines to drain away from structures and to prevent ponding. Finish surfaces free from irregular surface changes and as follows:

1. Unpaved Areas: Finish areas to within not more than 0.05 foot above or below required subgrade elevations.
2. Walks: Shape surface of areas under slabs to line, grade and cross-section, with finish surface not more than 0.05 foot above or below required elevation.
3. Pavements: Shape surface of areas under pavement to line, grade, and cross-section, with finish surface not more than 0.05 foot above or below required subgrade elevation.
4. Topsoil Areas: Place and lightly compact topsoil in lawn, field, and planted areas. Grade to tolerances as per Paragraph 3.11.B.1 above. Cull all rocks and other unacceptable materials to a depth of 6”.

C. Grading Surface of Fill Under Concrete Slabs: Grade smooth and even, free of voids, compacted as specified, and to required elevation, with finish surface not more than 0.05 foot above or below required subgrade elevation at any point. Surface grading shall provide for a slab with at least the minimum thickness indicated for the slab.

D. Compaction: After grading, compact subgrade surfaces to the depth and indicated percentage of maximum or relative density for each area classification.

3.12. PAVING BASE COURSE
A. **General:** Base course consists of placement of drainage fill material, in layers of indicated thickness, over subgrade surface to support pavements.

B. **Placing:** Place base material on prepared subgrade in layers of uniform thickness, conforming to indicated cross-section and thickness. Maintain optimum moisture content for compacting material during placement operations.

1. When a compacted base course is indicated to be 6 inches thick or less, place material in a single layer. When indicated to be more than 6 inches thick, place material in equal layers, except no single layer shall be more than 6 inches nor less than 3 inches in thickness when compacted.

C. **Compaction:** Compact base course as per requirements of Paragraph 3.18.

### 3.13. CONCRETE SLAB DRAINAGE FILL COURSE

A. **General:** Drainage Fill course consists of placement of drainage fill material, in layers of indicated thickness, over subgrade surface to support concrete slabs and pavements.

B. **Placing:** Place drainage fill material on prepared subgrade in layers of uniform thickness conforming to indicated cross-sections and thicknesses. Maintain optimum moisture content for compacting material during placement operations.

1. When a compacted drainage course is indicated to be 6 inches thick or less, place material in a single layer. When indicated to be more than 6 inches thick, place material in equal layers, except no single layer shall be more than 6 inches nor less than 3 inches in thickness when compacted.

C. **Compaction:** Compact slab Drainage Fill course as per requirements of Paragraph 3.18.

### 3.14. FIELD QUALITY CONTROL

A. **Quality Control Testing During Construction:** The Testing Agency shall inspect and approve excavations and each and every subgrade and fill layer before further backfill or construction work is performed. Costs for such testing will be paid directly to the Testing Agency by the Owner.

### 3.15. EROSION CONTROL

A. **Provide erosion control methods in accordance with requirements of authorities having jurisdiction.**

### 3.16. MAINTENANCE

A. **Protection of Graded Areas:** Protect newly graded areas from traffic and erosion. Keep free of trash and debris.

B. **Repair and reestablish grades in settled, eroded, and rutted areas to specified tolerances.**

C. **Reconditioning Compacted Areas:** Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction.
D. Settling: Where settling is measurable or observable at filled areas during the general project warranty period, remove structure or surfacing, add backfill material, compact, and replace structure or surfacing. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.17. DISPOSAL OF EXCESS AND WASTE MATERIALS

A. Removal from Owner's Property: Remove excess soils materials, including unacceptable excavated material, trash, and debris, and dispose of it off Owner's property at the Contractor's expense.

3.18 EARTHWORK REQUIREMENTS SCHEDULE

A. Excavation and fill for specific areas of the Work shall conform to the requirements of the Drawings.

END OF SECTION 312300