SECTION 00 01 01 - PROJECT MANUAL - VOLUME 1 OF 1

PBK ARCHITECTS, INC. | SAN ANTONIO | 601 NW LOOP 410, SUITE 400, SAN ANTONIO, TEXAS 78216

IDEA EASTSIDE - FBE IMPROVEMENTS

OWNER'S PROJECT NUMBER: CSP#25-ECACSP-0227

IDEA PUBLIC SCHOOLS

PBK PROJECT NUMBER: 26044302

2519 MARTIN LUTHER KING DR., SAN ANTONIO, TEXAS 78203

ISSUE FOR PROPOSAL - 2026-10-30

VOLUME 1 OF 1

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SECTION 00 01 02 - PROJECT INFORMATION

PART 1 GENERAL

1.1 PROJECT IDENTIFICATION

A. Project Name: IDEA Eastside - FBE Improvements, located at:

2519 Martin Luther King Dr.

San Antonio, Texas 78203.

B. Owner, hereinafter referred to as the "Owner": IDEA Public Schools.

1.2 PROJECT DESCRIPTION

A. Refer to Section 01 10 00 - Summary.

B. Contract Scope: The contract includes renovation.

C. The currently occupied premises at the project site are open for examination by bidders only during the following hours:
   1. 2026-11-30 at 11:00 AM.

1.3 PROJECT CONSULTANTS

A. Architect, hereinafter referred to as the "Architect": PBK Architects, Inc..
   1. Address: 601 NW Loop 410, Suite 400.
   2. City, State, Zip: San Antonio, Texas78216.
   3. Phone: 210-829-0123.
   4. E-mail: Patrick.Spencer@PBK.com.

1.4 PROCUREMENT

A. The Owner reserves the right to change the schedule or terminate the entire procurement process at any time.

1.5 PROCUREMENT DOCUMENTS

A. Availability of Documents: Complete sets of procurement documents may be obtained:
   1. From Owner at the Project Manager's address listed above.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 00 01 02

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SECTION 00 01 03 - PROJECT DIRECTORY

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Identification of project team members and their contact information.

1.2 OWNER:

A. Name: IDEA Public Schools.
   1. Address: 2115 W. Pike Blvd., Weslaco, Texas 78596.
   2. Telephone: 956-377-8000.

B. Primary Contact:
   1. Name: Steve Rodriguez, Owner's Designated Representative (ODR).
   2. Telephone: 956-377-8000.

1.3 DESIGN CONSULTANTS:

A. Architect: Design Professional of Record.
   1. Company Name: PBK Architects, Inc..
      a. Address: 601 NW Loop 410, Suite 400.
      b. City, State ZIP: San Antonio, Texas 78216.
      c. Telephone: 210-829-0123.
   2. Primary Contact:
      a. Name: Patrick Spencer.
      b. Telephone: 210-829-0123.
      c. Email: Patrick.Spencer@PBK.com.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 00 01 03

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SECTION 00 01 05 - TITLE PAGE - VOLUME 1 OF 1

PBK ARCHITECTS, INC. | OFFICE NAME | 601 NW LOOP 410, SUITE 400, SAN ANTONIO, TEXAS 78216, SAN ANTONIO, TEXAS78216

IDEA EASTSIDE - FBE IMPROVEMENTS

IDEA PUBLIC SCHOOLS

PBK PROJECT NUMBER: 26044302

2519 MARTIN LUTHER KING DR., SAN ANTONIO, TEXAS 78203, SAN ANTONIO, TEXAS78203

ISSUE FOR PROPOSAL- 2026-10-30

ARCHITECT

PBK ARCHITECTS, INC.

601 NW LOOP 410, SUITE 400, SAN ANTONIO, TEXAS 78216

SAN ANTONIO, TEXAS78216

T: 210-829-0123

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SECTION 00 01 07 - SEALS PAGE

NOTE:

INDICATION OF RESPONSIBILITY BY DISCIPLINE

Letters indicated in parenthesis next to disciplines below indicate responsibility for Sections listed in the Table of Contents.

OWNER (O)

OWNER'S NAME: IDEA PUBLIC SCHOOLS.

Owner's Designated Representative (ODR): Steve Rodriguez.

Address: 2115 W. Pike Blvd..

City, State ZIP: Weslaco, Texas 78596.

Telephone Number: 956-377-8000.

No Seal Required.

ARCHITECT (A)

COMPANY NAME: PBK ARCHITECTS, INC.

Texas Registered Firm BR-1608.

Registered Architect: Clifford Whittingstall, R.A. #18585.

Address: 601 NW Loop 410, Suite 400.

City, State ZIP: San Antonio, Texas 78216.

Telephone Number: 210-829-0123.

END OF SECTION 00 01 07

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SECTION 00 01 10 - TABLE OF CONTENTS

GENERAL

RESPONSIBILITY

Each section is the responsibility of the discipline indicated by the letter in parenthesis following the section name as indicated in Section 00 01 07 - Seals Page with the following exceptions:

(O): Section provided by Owner.

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00 01 02 - Project Information (A)

00 01 03 - Project Directory (A)

00 01 05 - Title Page - Volume 1 of 1 (A)

00 01 07 - Seals Page (A)

00 01 10 - Table of Contents (A)

00 11 19 - Request for Proposal (O)

00 21 16 - Instructions to Proposers (CSP) (O)

00 40 01 - Proposal Bond (A)

00 40 11 - Felony Conviction Notification (A)

00 40 13 - Affidavit of Non-Discriminatory Employment (A)

00 40 14 - Affidavit of Non-Asbestos, Lead, and PCB Use (A)

00 42 00 - Proposal Forms (A)

00 43 36 - Proposed Subcontractors Form (A)

00 45 00 - Selection Criteria and Contractor Information (A)

00 50 00 - Texas Statutory Performance Bond (A)

00 50 01 - Texas Statutory Payment Bond (A)

00 52 00 - Agreement Forms (Draft AIA A101-2017) (A)

00 65 01 - Proposal Evaluation Waiver (A)

00 65 19.16 - Affidavit of Release of Liens Form (A)

00 70 00 - Conditions of the Contract (A)

00 72 00 - General Conditions (Draft AIA A201) (A)

00 73 00 - Supplementary Conditions (A)

00 73 43 - Wage Rate Requirements (Texas) (A)

00 73 46 - Wage Determination Schedule (A)

DIVISION 01 - GENERAL CONDITIONS

01 10 00 - Summary (A)

01 25 13 - Product Substitution Procedures (A)

01 25 13.01 - Request for Substitution Form (A)

01 26 00 - Contract Modification Procedures (A)

01 29 00 - Payment Procedures (A)

01 29 73 - Schedule of Values (A)

01 31 00 - Project Management and Coordination (A)

01 32 00 - Construction Progress Documentation (A)

01 32 33 - Photographic Documentation (A)
01 33 00 - Submittal Procedures (A)
01 35 43.13 - Environmental Procedures for Hazardous Materials (A)
01 40 00 - Quality Requirements (A)
01 41 00 - Regulatory Requirements (A)
01 42 00 - References (A)
01 42 16 - Definitions (A)
01 50 00 - Temporary Facilities and Controls (A)
01 55 00 - Vehicular Access and Parking (A)
01 56 00 - Temporary Barriers and Enclosures (A)
01 57 13 - Temporary Erosion and Sediment Control (A)
01 60 00 - Product Requirements (A)
01 61 16 - Volatile Organic Compound (VOC) Content Restrictions (A)
01 73 00 - Execution (A)
01 73 29 - Cutting and Patching (A)
01 74 19 - Construction Waste Management and Disposal (A)
01 77 00 - Closeout Procedures (A)
01 77 00.01 - Certificate of Substantial Completion (AIA G704) (A)
01 77 00.02 - Contractor's Affidavit of Payment of Debts and Claims (AIA G706) (A)
01 77 00.03 - Contractor's Affidavit of Release of Liens (AIA G706A) (A)
01 77 00.04 - Consent of Surety to Final Payment (AIA G707) (A)
01 77 01 - Closeout Form A - Subcontractor's Affidavit of Release of Lien (A)
01 77 02 - Closeout Form B - Subcontractor Hazardous Material Certificate (A)
01 77 03 - Closeout Form C - Subcontractor Warranty (A)
01 78 23 - Operation and Maintenance Data (A)
01 78 39 - Project Record Documents (A)
01 79 00 - Demonstration and Training (A)

DIVISION 02 - EXISTING CONDITIONS

NOT USED

DIVISION 03 - CONCRETE

NOT USED

DIVISION 04 - MASONRY

NOT USED

DIVISION 05 - METALS

NOT USED

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

NOT USED

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 46 46 - Fiber-Cement Siding (A)

DIVISION 08 - OPENINGS

NOT USED

DIVISION 09 - FINISHES

09 90 00 - Painting and Coating (A)

DIVISION 10 - SPECIALTIES

NOT USED

DIVISION 11 - EQUIPMENT

NOT USED

DIVISION 12 - FURNISHINGS

NOT USED

DIVISION 13 - SPECIAL CONSTRUCTION

NOT USED

DIVISION 14 - CONVEYING EQUIPMENT

NOT USED

DIVISION 21 - FIRE SUPPRESSION

NOT USED

DIVISION 22 - PLUMBING

NOT USED

DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

NOT USED

DIVISION 25 - INTEGRATED AUTOMATION

NOT USED

DIVISION 26 - ELECTRICAL

NOT USED

DIVISION 27 - COMMUNICATIONS

NOT USED

DIVISION 28 - SAFETY AND SECURITY

NOT USED

DIVISION 31 - EARTHWORK

NOT USED

DIVISION 32 - EXTERIOR IMPROVEMENTS

NOT USED

DIVISION 33 - UTILITIES

NOT USED

DIVISION 34 - TRANSPORATION

NOT USED

DIVISION 35 - WATERWAY AND MARINE CONSTRUCTION

NOT USED

DIVISION 40 - PROCESS INTEGRATION

NOT USED

DIVISION 41 - MATERIAL PROCESSING AND HANDLING EQUIPMENT

NOT USED

DIVISION 42 - PROCESS HEATING, COOLING, AND DRYING EQUIPMENT

NOT USED

DIVISION 43 - PROCESS GAS AND LIQUID HANDLING, PURIFICATION, AND STORAGE EQUIPMENT

NOT USED

DIVISION 44 - POLLUTION CONTROL EQUIPMENT

NOT USED

DIVISION 45 - INDUSTRY-SPECIFIC MANUFACTURING EQUIPMENT

NOT USED

DIVISION 46 - WATER AND WASTEWATER EQUIPMENT

NOT USED

DIVISION 48 ELECTRICAL POWER GENERATION

NOT USED

END OF SECTION 00 01 10

SECTION 00 11 19 - REQUEST FOR PROPOSAL

GENERAL INFORMATION

GENERAL

IDEA Public Schools and affiliated entities (IDEA) are accepting proposals from qualified and experienced firms for "**CSP#25-ECACSP-0227 – IDEA Eastside FBE Improvements**" project, in accordance with instructions, specifications, terms, and conditions contained in this solicitation. A copy of the solicitation can be found on the IDEA website Bid Opportunities & RFPs - IDEA Public Schools, Public Purchase, or through Tyler Munis Vendor Self Service at https://selfservicetx.ideapublicschools.org/MSS/Vendors/, or through PublicPurchase at https://www.publicpurchase.com/gems/browse/home

Sealed proposals will be submitted to **IDEA Public Schools San Antonio Headquarters, Attn: Solicitation Team, 7035 San Pedro Avenue, San Antonio, TX 78216 on or before 11:00 AM C.S.T. on December 8, 2026**. Proposals will be read aloud immediately after bid due date and time via virtual platform **at 11:15 AM.**

Proposals received after this time will not be accepted and returned Unopened. For questions related to this solicitation, contact the idea Procurement & contract services solicitation team via email at Facprocurement@ideapublicschools.org.

Proposals must be on a lump sum basis including General Contract and Mechanical work. Bid security in the amount of 5% of the largest possible total of proposals submitted must accompany each proposal in accordance with the Instructions to Bidders. Performance and payment bonds for 100% of the contract value will be required upon issuance of contract.

Proposal envelopes shall be plainly marked, " **CSP#25-ECACSP-0227 – IDEA Eastside FBE Improvements** ". Please submit one (1) hard copy, any Proposal received later than the specified time, whether delivered in person or mailed, will be disqualified. Faxed or emailed Bids are not acceptable. No Proposal may be withdrawn for a period of 30 days after Proposal due date without the consent of the Owner. Bids received after Proposal deadline will be returned unopened to Bidder. Personal delivery of Proposal is recommended. The Owner reserves the right to reject any and/or all Bids or accept any Proposal or portion thereof most advantageous to the Owner after the ranking and evaluation.

PROJECT

Name: CSP #25-ECACSP-0227 – IDEA Eastside FBE Improvements

Address: 2519 Martin Luther King Dr.

City, State ZIP: San Antonio, TX 78203.

Proposal & Project No: CSP#25-ECACSP-0227 – IDEA Eastside FBE Improvements

Estimated Cost: $563,640 (Inclusive of $93,940 Owner Contingency)

Scope of Work: Install additional fasteners to in place cementitious siding, interior & exterior painting, provide additional ramps throughout site, parking lot resurfacing, repair and replace damaged asphalt paving, and restripe all drives.

OWNER

Owner: IDEA Public Schools.

Address: 2115 W. Pike Blvd..

City, State ZIP: Weslaco, Texas 78596.

Owner's Designated Representative (ODR): Steve Rodriguez.

Phone: 956-377-8000.

ARCHITECT

Name: PBK Architects, Inc.

Address: 601 NW Loop 410, Suite 400.

City, State ZIP: San Antonio, Texas 78216.

Phone: 210-829-0123.

PROPOSAL INFORMATION

PRE-PROPOSAL CONFERENCE

A. Date and Time: 2026-11-30 at 10:30 AM.

B. Location: Project site and virtual
https://teams.microsoft.com/meet/2269740813236298?p=QVNVnprbUVL1LIg5SK
Meeting ID: 226 974 081 323 629 8
Passcode: Hz9eh3zh

C. Representatives of the Architect and the Owner will be present at this meeting. All Offerors are encouraged to attend.

D. Each Bidder will be held to have studied the Plans and Specifications, to have visited all sites affecting the proposed work, to have satisfied themselves regarding all existing conditions and measurements, and to have included in their Proposal an amount sufficient to cover all work. To schedule additional site visits, please contact the Owner. All firms submitting Bids for this project are required to meet all qualification requirements as established in these Bid documents. Should any Bidder find discrepancies between the Plans and Specifications, or be in doubt as to their exact meaning, they should notify the Engineer at once. The Engineer may, but is not required to, issue an addendum clarifying same. Neither the Owner nor the Engineer will be responsible for oral instructions or for misinterpretations of Plans and Specifications. Additional information including addenda will be issued to known plan holders including construction plan rooms.

2.1 PROPOSAL SUBMISSION

A. Date and Time: 2026-12-08 at 11 AM.

B. Location:
1. IDEA Public Schools Headquarters
Attn: Solicitation Team
7035 San Pedro Avenue
San Antonio, TX 78216

2.2 PROPOSAL OPENING

A. Date and Time: 2026-12-08 at 11:15 AM.

B. Location:
1. Microsoft Teams:
https://teams.microsoft.com/meet/2641938938769305?p=SXny7vhG0vKK0ngS7H
Meeting ID 264 193 893 876 930 5

Passcode: S5fg22Dp

2.3 PROPOSAL REQUIREMENTS

A. Offerors submitting a proposal are encouraged to visit the site. All Offerors submitting a proposal are encouraged to attend the proposal opening.

2.4 PROPOSAL DOCUMENTS

A. Digital Proposal Documents are available for review from Architect.
   1. Email: Patrick.Spencer@PBK.com.

B. All communication with potential vendors needs to include IDEA Representative, facprocurement@ideapublicschools.org

2.5 SUBMITTAL OF PROPOSAL

Submit Proposal to the Owner no later than the date and time indicated.

Submit proposals in accordance with Section 00 21 16 - Instructions to Proposers (CSP).

2.6 PAYMENT BOND AND PERFORMANCE BOND

A. Provide bonds in accordance with Instructions to Proposers.

END OF SECTION 00 11 19

SECTION 00 21 16 - INSTRUCTIONS TO PROPOSERS (CSP)

The IDEA Public Schools Board, in accordance of Texas Education Code Chapter 44, Subchapter B and Chapter 2269 of the Texas Government Code, has delegated to its Construction Committee of the Board, the authority of the selection of procurement method, determining the evaluation/ranking criteria, to rank respondents, and to select the respondent that will provide best value to the District. The Board desires to delegate to the CEO/Superintendent (or her designee) the authority to negotiate a contract with the selected respondent. The Board has also authorized its Project Manager or Architect to open bid submissions to be publicly read aloud at the time of opening. The following Instructions to Bidders outlines the decisions by the Chief Executive Officer.

AVAILABILITY OF PROPOSAL DOCUMENTS

A. Proposal Documents will be available on the date and time indicated in Document 001000 - Request for Competitive Sealed Proposals.

B. The Proposal Documents, made available by the Owner and Architect, are for the exclusive purpose of obtaining proposals for the Work indicated; availability does not confer a license or grant for any other use. The Proposal Documents remain the property of the Owner and must be returned if not used for construction purposes.

C. Complete sets of the Proposal Documents shall be used for the preparation of proposals; partial sets will not be issued. Neither the Owner nor the Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.

D. Successful Proposers may retain their Proposal Documents for construction use.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

Project Description: The Project consists of the installation of additional fasteners to in place cementitious siding, interior & exterior painting, provide additional ramps throughout site, parking lot resurfacing, repair and replace damaged asphalt paving, and restripe all drives.

Project Location: CSP #25-ECACSP-0227 - IDEA Eastside is located 2519 Martin Luther King Drive, San Antonio, TX 78203.

Owner: IDEA Public Schools, 2115 W. Pike, Weslaco, Texas 78596.

Architect: The Contract Documents were prepared for this Project by PBK Architects, 601 NW Loop 410, Suite 400, San Antonio, TX 78108.

1.3 EXAMINATION OF PROPOSAL DOCUMENTS, SITE AND LOCAL CONDITIONS

A. Proposers shall carefully examine the Proposal Documents and shall visit the site to examine the existing conditions under which the Work is to be performed. Extra payments will not be authorized for Work that could have been foreseen by careful examination of the Site.

B. Proposers shall carefully examine the Proposal Documents to verify that they agree with the Table of Contents in the Project Manual, the Index of Sheets on the Drawings, and the Cover Page of Addenda. Proposers shall be responsible for obtaining any pages or sheets that may have been inadvertently left out during the printing process.

1.4 BIDDERS ACCESS TO PREMISES

A. A site tour will be conducted immediately after the Pre-Proposal Conference for the purpose of acquainting bidders with the Project.

1.5 INTERPRETATION OF PROPOSAL DOCUMENTS

A. Proposers shall promptly notify the Architect of any ambiguity, inconsistency or error that they may discover upon examination of the Proposal Documents or of the site and local conditions.

B. Proposers requiring clarification or interpretation of the Proposal Documents shall submit written questions 48 hours before the specified time of bid.

C. Replies will be issued to Proposers in the form of an Addendum, which will be available for purchase and on file at each location where the Proposal Documents are on file for examination.

1.6 SUBSTITUTION OF PRODUCTS, MATERIALS AND EQUIPMENT

A. The products, materials and equipment described, indicated and specified in the Proposal Documents establish a standard of required function, dimension, appearance, and quality and have been selected as the basis of design because of their suitability and/or record of satisfactory performance. It is not the intent to preclude the use of other products, materials and equipment provided that it is determined to be equivalent or better by the Architect and Owner.

B. Due to limited time available during bidding period, request for substitutions will not be evaluated by Architect until after “Notice to Proceed”. For period of fifteen (15) consecutive calendar days after “Notice to Proceed”, substitutions will be considered by Architect. Requests

for substitution after that time will be considered or rejected at the discretion of the Architect. Refer to Section 012510 - Substitution Procedures for additional information.

1.7 PROPOSER'S REPRESENTATIONS

A. By submitting a Proposal, the Proposer agrees with the following provisions: failure to do so constitutes basis for disqualification from being awarded the contract for the Work:

1. The Proposal Documents have been examined, and the Proposal is being submitted in accordance with the indicated requirements.

2. The site has been examined, and the Proposer is familiar with the conditions under which the Work is to be performed and observations at the site have been correlated with the Proposal Documents.

3. Work will begin immediately upon receipt of an executed contract and a notice to proceed.

4. The Proposer will participate and cooperate with the Architect.

5. The Proposer agrees to complete the Work within the time limits indicated (confirmation required on bid form).

6. A competent, full-time superintendent will be assigned for the duration of the Work, including completion of outstanding work required for issuance of the certificate of substantial completion.

7. If awarded the contract for the Work, the Proposer shall furnish a performance bond, and a payment bond as required.

8. If awarded the contract for the Work, the Proposer shall obtain and carry for the duration of the Work the insurance coverage required.

9. The Proposer has included only products, materials and equipment as specified by the Proposal Documents.

1.8 CERTIFICATION OF CRIMINAL HISTORY BACKGROUND CHECKS FOR CONTRACTORS

A. The new law is found in Texas Education Code § 22.0834, which can be accessed through www. tlo2. tic, state, tx. us/ statutes/ statutes, html . This new law was created through the enactment of Senate Bill 9 ("SB 9") by the 80th Legislature, Senate Bill 9 can be accessed through the Texas

Legislative website at www. capitol. state, tx. us and typing SB 9 into thesearch engine. Information regarding the fingerprinting obligations required by Senate Bill 9 can also be found on the Department of Public Safety (“DPS”) website at www. txdps. state, tx. us. Much of the information can also be found in the DPS publication, Senate Bill 9 Background Check for Education: A Reference Guide.

B. The contractor shall be responsible for complying with all provisions of the law. Refer to additional information provided in specification section 004150. The contractor shall include an executed “Contractor Criminal Background Certification” in the Competitive Sealed Proposal.

1.9 FELONY CONVICTION NOTIFICATION

A. Section 44.034 of the Texas Education Code requires a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. Subsection (b) states, "... a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for the services performed before the termination of the contract.” Subsection (c) states,"... this section does not apply to a publicly held corporation.”

B. Proposer shall execute the form contained in Document 004200 - Felony Conviction Notification Form and include in the Competitive Sealed Proposal.

1.10 PROPOSAL EVALUATION WAIVER

A. By submitting a Proposal, each Proposer, and by extension each subcontractor, supplier and vendor, agrees to waive any claim it has, or may have, against the Owner and its respective employees, the Architect and its respective employees, the Architect’s Consultants and its respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any Proposal; waiver of any requirements under the Proposal Documents, acceptance or rejections of any Proposal; and award of the contract.

B. Proposer shall execute the form contained in Document 004300 - Proposal Evaluation Waiver Form and include in the Competitive Sealed Proposal.

1.11 NON-DISCRIMINATORY EMPLOYMENT

A. All Proposers, if awarded the contract for the Work, and subcontractors, suppliers and vendors shall agree to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by Federal Statutes and Rules and Regulations issued to maintain and insure non-discriminatory employment practices.

B. Proposer shall execute the form contained in Document 004400 - Affidavit of Non-Discriminatory Employment Form and include in the Competitive Sealed Proposal.

1.12 PARTICIPATION OF UNDER-UTILIZED BUSINESSES

A. As a policy, IDEA Public Schools promotes the inclusion of under-utilized businesses as part of the construction team to provide opportunities for less-advantaged enterprises where possible and appropriate. Proposers are encouraged to submit proposed M/WBE subcontractors who will be actively engaged in the project. In addition, if the firm has a formal program involving mentoring of under-utilized subcontractors and suppliers to provide management and technical assistance, information related to the mentoring program should be provided. If the Proposer is not engaged in a formal mentoring program, then letters from under-utilized firms describing the mentoring efforts provided are encouraged and will be accepted.

1.13 SUBMISSION PROCEDURES FOR PROPOSALS

A. A Proposal will be considered invalid if it has not been received, regardless of how sent, at the designated location prior to the designated time fixed for the Proposal Opening, or prior to any extension issued by Addenda. Proposals received in this manner will be returned to the Proposer unopened.

B. If a Proposal Form is sent by U.S. Mail, it must be sent as Registered Mail. Proposals received by facsimile machines will be rejected.

C. Proposals shall be made on unaltered forms furnished within the Proposal Documents. All blank spaces shall be properly filled in by typewriter or manually in black or blue ink. The signer of the Proposal must initial any alteration or erasure to information entered in the blank spaces. Oral, telephone or personal proposals will not be considered.

D. Proposal Forms submitted in paper copy shall be placed in an opaque envelope with the following information on the outside front and sealed:

(Name of General Contractor Proposer)
CSP #25-ECACSP-0227 – IDEA Eastside
FBE Improvements
7035 San Pedro Avenue

San Antonio, TX 78216

Attention: Solicitation Team

E. **Proposers are requested to submit the following documents to:**

IDEA Public Schools
Attn. Solicitation Team
7035 San Pedro, Avenue, San Antonio, TX 78216

• One (1) printed copy and One (1) PDF file containing the completed Bid Proposal Form along with the Bid Bond. Label the file: "Bid Proposal - Bid Bond - Name of Contractor".

• One (1) printed copy and One (1) PDF file containing the proposer's complete submission to be evaluated and ranked. Refer to Section F below for forms required.

• One (1) USB drive containing all completed digital version of Bid Proposal Submission in PDF format.

F. The Competitive Sealed Proposal shall contain the following fully executed documents:

1. Proposal:
   a. Document 004100 - Proposal Form, signed in longhand below the typed name of the person authorized to bind the Proposer to a contract. Where the Proposer is a corporation, the Proposal must be signed with the legal name of the corporation followed by the name of the State of Incorporation and the legal signature of a person authorized to bind the corporation to a contract.
   b. Document 004200 - Felony Conviction Notification Form
   c. Document 004300 - Proposal Evaluation Waiver Form
   d. Document 004400 - Affidavit of Non-Discriminatory Employment Form
   e. Document 004500 - Conflict of Interest Questionnaire
   f. Document 006100 - Bid Bond
   g. Information required in Section 1.15 below.
   h. Proposed subcontractor list (within 24 hours after bid time and date).
   i. AIA 305 Qualifications Statement

G. The Owner reserves the right to reject any Proposal if the evidence submitted by, or investigations of, such Proposer fails to satisfy the Owner that such Proposer is properly qualified to carry out the obligations of the contract and to complete the Work therein.

H. Failure to submit a Proposal in the form requested, or the inclusion of stipulations, conditions, qualifications, limitations, or provisions distorting the intent of the Proposal Documents, will render the Proposal irregular and subject to rejection.

1. A Proposal may be withdrawn only upon written request by the Proposer provided it is received by the Owner at the place fixed for the Proposal Opening at least 48 hours prior to the time fixed for the Proposal Opening. The withdrawal of a Proposal does not prejudice the right of the Proposer to submit a new Proposal at the time and place fixed for the Proposal Opening. Proposals may not be withdrawn for a period of five (5) calendar days after the time fixed for the Proposal Opening.

J. Proposals shall be valid for sixty (60) calendar days from the date and time of opening. By signing this proposal, the Proposer certifies and represents to the Owner that the Proposer has not offered, conferred, or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this proposal. The Proposer further certifies that the Proposer is not prohibited from doing business with any Federal or State Department or Agency and that to the best of their knowledge no company employee, either full or part time, owner, official, stockholder, subcontractor, or member of their immediate family, are related to a member of the Board of Trustees in violation of the Nepotism Prohibition of the State of Texas Government Code (Chapter 573 Gov. Code). Venue for any litigation arising from this contract shall lie in the County where the project is located.

K. The drawings and specifications set forth for this proposal are not intended to be restrictive. The intent of this proposal is to obtain the best construction project at the most economical price available. The specifications are established to ensure that the Owner remains within the bounds of the rules and regulations that govern its operation and to protect the taxpayer's investment in this entity.

1.14 BID BOND

A. A Proposal will only be considered if accompanied by an executed Bid Bond per Document 006100, in the amount of not less than 5 percent of the greatest amount proposed (considering alternates, if any).

B. Proposer shall execute the Bid Bond form referenced in Document 006100 - Bond Forms and include in the Competitive Sealed Proposal.

C. The Bid Bond shall ensure the execution of the contract and the furnishing of an acceptable performance bond and payment bond by the Successful Proposer within five (5) calendar days

after Notification of Award. The Proposal of the Successful Proposer may not be withdrawn within 5 calendar days after the time fixed for the Proposal Opening without the written consent of the Owner.

D. Should the successful Proposer refuse to enter into such contract or fail to furnish the required bonds, the amount of the Bid Bond shall be forfeited to the Owner as liquidated damages, not as a penalty.

E. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

F. The Owner reserves the right to retain the Bid Bond of Proposers to which an award is being considered until either the contract has been executed, and bonds have been furnished, or the specified time has elapsed so that Proposals may be withdrawn, or all Proposals have been rejected.

1.15 DETERMINATION OF SUCCESSFUL PROPOSER

The Owner reserves the right to apply all criteria as deemed appropriate and allowed in the Texas Education Code 44.031 (b). Including but not limited to, as provided by section 44.031 (b), Part (8), other relevant factors specifically denoted in the bid package. The district specifically requests offerors to answer or provide the information to the following selection criteria. Questions left unanswered or omitted requested information may result in a partial or total reduction of allocated points.

A. The Owner will make such investigations, as it deems necessary to determine the ability of the Proposer to perform the Work, and the Proposer shall furnish all such information and data as may be requested. The Owner reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Owner that such Proposer is properly qualified to carry out the obligations of the contract and to complete the Work contemplated therein.

B. Pass/Fail Criteria

1. Ability to provide required bonding and insurance
2. Ability to meet the project schedule
3. Financial Stability as demonstrated by financial statements
4. History of excessive litigation
5. Conflicts of interest
6. Criminal conviction history

7. Substantive objections to the form of contract
8. Other legal status barring award of contract
9. Record of Safe Operation

C. Proposed Questions & Information for Each Pass/Fail Category:

1. Provide a bid bond with a penal sum of 5% of the proposal amount, valid for two weeks after the proposal deadline. List your insurance carrier(s) and confirm ability to meet the insurance requirements published in the Request for Proposals.

2. Confirm ability to meet the project schedule published in the Request for Proposals.

3. The Owner is interested in understanding the stability of your firm in terms of managed growth. Provide information showing measured corporate work trends in the form of total projects relative to firm resources or a workload analysis based on gross billings for the prior 3 years and projecting through 2025 assuming that your firm is awarded this Project. The intent is to understand your firm's growth and trajectory and the company's ability to successfully manage projects based on historical and future trends. Explain any anomalies or major deviations on the charts provided. Provide certified financial statements for the past 3 years (the Owner reserves the right to disqualify firms that cannot show financial stability in a satisfactory manner to the Owner. Financial information provided will not be shared with anyone outside of the Owner and the selection team.).

4. Provide a history of litigation your firm has been involved in during the past five years and the disposition of such litigation.

5. Provide the completed conflicts of interest form provided in the Request for Proposals.
6. Provide the completed criminal conviction form provided in the Request for Proposals.

7. Review and acknowledge the contract in Exhibit E and list any objections or modifications to the contract form.

8. Confirm that your firm is legally able to conduct business in the State of Texas and enter into construction contracts involving public funds.

9. Please provide your firm's Experience Modification Rate (EMR). If your EMR is above 1.0, please provide a copy of your firm's OSHA Form 300 from the past three years and an explanation of any reported incidents.

D. Weighted Scoring Criteria

1. Firm Experience/Key Personnel and Firm Stability/Management (30 Points)
2. Proposed subcontractor team (submitted 48 hours after bid opening) (10 Points)
3. Cost (50 Points)
4. K-12 Construction Experience (5 Points)
5. Prior Experience with the Project Team including the IDEA Public Schools and affiliated personnel, and/or the design team. (5 Points)

E. Relevant Firm Experience, Key Personnel, and Ability to Complete the Work (30 Points)

1. Include an organizational chart for your proposed management team. The proposed team will be evaluated based on their relevant experience and qualifications. Include, at a minimum, the name of the principal-in-charge for the firm as well as the following staff: project manager (primary decision maker), superintendent(s), project engineer, and safety manager. The safety manager may have other roles, such as project superintendent or project manager, but must be on-site full-time. Staffing strength is significant to the Owner and changes to proposed staff (or staff options) without the prior approval of the Owner may be grounds for termination prior to construction phase services. 10 points

2. Provide information on a minimum of five projects of comparable type, size, and quality tha tyour firm has completed in the last five years. Identify similar challenges and describe your approach. Regarding these projects, identify which staff members were on the featured projects, along with names and contact information for the related Owner and Architect. 5 points

3. Provide the number of Surety companies that your company has engaged over the last 2 years, the name(s) of the Surety company, and the number of years that your firm has consistently engaged the Surety company(ies). 5 points

4. Describe how your firm's quality control team will measure the quality of construction and commissioning and how you will address non-conforming work. 5 points

5. Describe your firm's warranty service support philosophy and your approach to warranty service implementation. 5 points

F. Proposed Subcontractor Team (10 Points)

Within 48 hours of the proposal deadline, submit a list of proposed subcontractors for major trades of work (scope over $50,000). Subcontractor strength will be evaluated based on the subcontractors' reputation, experience with the project team, strength in the market where the project is located, and other relevant factors. 10 points

G. Cost (50 Points)

Points will be awarded based on Offerors' ratio to the lowest price received. Points will be awarded based on the following formula: Lowest Bid / Proposer's Bid x 50 = Points Received. As an example, the following sample scoring matrix is provided:

Proposer	Offeror's Proposed Cost	Calculation	Assigned Point Value
Contractor 1	$2,500,000	$2,500,000/$2,500,000 x 50 =	50
Contractor 2	$2,700,000	$2,500,000/$2,700,000 x 50 =	46
Contractor 3	$2,800,000	$2,500,000/$2,800,000 x 50 =	45
Contractor 4	$2,900,000	$2,500,000/$2,900,000 x 50 =	43
Contractor 5	$3,000,000	$2,500,000/$3,000,000 x 50 =	42

H. K-12 Construction Experience (5 Points)

Provide details of all K-12 school construction projects completed or underway over the past ten years. Provide contact information for the owner's representative for all projects completed in the last five years. Recent experience and experience of the proposed project team will receive highest consideration. 5 points

1. Prior Experience with the Project Team (5 Points)

Provide details of all projects completed with the Owner and affiliated personnel, and/or design team. 5 points

J. The Owner may interview the top ranked firms. The following information shall be presented during the interview:

1. A schedule and work plan indicating how they will approach the project. Including their supervision, sub-contractors, use of double shifts, timeliness of punch list completion, and other information that will show their commitment to the project and schedule.

K. The Owner reserves the right to reject any or all Proposals and to waive any formalities or irregularities and to make the award of the contract in the best interests of the Owner.

L. The Owner will decide regarding the determination of the successful Proposer based on Texas Education Code §§44.035, 44.039.

1.16 SUBCONTRACTOR INFORMATION

A. Upon request from the Owner, within two (2) working days the Successful Proposer shall furnish the completed list of subcontractors with a statement of costs for each major portion of the Work included in the Proposal. Each section of the specifications shall be considered a major portion of the Work and shall be shown as a separate cost item.

1.17 AWARD OF CONTRACT

A. After the time fixed for the Proposal Opening at the discretion of the Owner, the Proposer determined to be the Successful Proposer will be promptly notified that the Owner intends to enter into a contract for the Work.

B. If any of the following occurs related to the Successful Proposer, the Owner has the right to award the contract for the Work to another Proposer, or Proposer's, or may call for the submission of new Proposals:

1. The Proposer withdraws the Proposer's Proposal within five (5) calendar days after the time fixed for the Proposal Opening.

2. The Proposer fails or refuses to execute the contract, or other required forms within 5 calendar days after they have been presented for execution.

3. The Proposer fails or refuses to furnish a properly executed performance bond, a properly executed payment bond, and a certificate of insurance within five (5) calendar days of the request.

1.18 NOTICE TO PROCEED

A. The Successful Proposer / General Contractor shall not commence the Work under this contract until the contract has been duly executed by both parties, and a written Notice to Proceed has been issued by the Owner.

B. FUNDING/NOTICE TO PROCEED TO COMMENCE WORK

1. Notice regarding construction project financing: This project is a "public project" for purposes of Tx. Bus. Comm. Code chapter 56. Unlike a traditional school district where a bond election must be held and approved before major construction projects are undertaken charter schools such as IDEA are authorized to use interim financing, traditional bank financing and to issue tax exempt bonds that do not require an election. IDEA typically uses a combination of the above and proceeds with construction using an available line of credit before issuing bonds to finance the completed project. Responding bidders and the selected contractor acknowledge the financing plan of the Owner and agree that they will comply with IDEA'S notice to proceed and commence construction when and as directed, to meet IDEA'S construction timelines. The following information is provided to the selected contractor and shall be provided by each contractor in writing to each subcontractor in accordance with Bus. Comm. Code 56.054(e):Owner/Obligor: IDEA Public Schools, 2115 W. Pike, Weslaco, Texas 78596Surety: [INSERT NAME ADDRESS OF SURETY ON PAYMENT BOND]Statement: IDEA is the primary obligor and provides the following statement: "funds are available and have been authorized for the full contract amount for the construction of the improvements"

1.19 WORK UNDER OTHER CONTRACTS

A. Simultaneous Separate Contracts: Owner will award separate contracts for performance of certain construction operations at Project site. Those operations may be conducted simultaneously with work under this Contract. The separate contracts excluded from this contract will include the following: N/A

1.20 WORK SCHEDULE AND COMPLETION TIME

A. A Notice to Proceed (NTP) is anticipated to be issued on or about June 1, 2027, upon contract execution.

B. The project shall have a Substantial Completion Date no later than July 31, 2027. Completion shall be 60 days after Substantial Completion.

C. Contractor's Work schedule shall include the weather days listed in Section 15 of the Supplementary General Conditions

1.21 WORK RESTRICTIONS

A. Reference section 011400 for work restrictions.

1.22 PERFORMANCE BOND AND PAYMENT BOND AND RETAINAGE AMOUNT

A. Each Proposer shall include in the Proposal the cost for a performance bond and a payment bond, each in the amount of 100 percent of greatest amount proposed (considering alternates, if any). The retainage amount will be 5% of the Contract amount.

B. These bonds shall cover the faithful performance of the contract and payment of all obligations arising thereunder in such form as the Owner may prescribe. The bonding companies must be acceptable to the Owner.

END OF SECTION 00 21 16

SECTION 00 40 01 - PROPOSAL BOND

GENERAL

KNOW ALL MEN BY THESE PRESENTS,

that we _____, as Principal, and _____, as Surety, are held and firmly bound unto the IDEA Public Schools, Weslaco, Texas, hereinafter called "the Owner", in the penal sum of _____ Dollars ($_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

that whereas the Principal has submitted the accompanying Proposal, dated _____, 20__, for IDEA Eastside - FBE Improvements, the kind and extent of work involved being set forth in detail in the proposed Contract Documents cited herein.

THEREFORE,

If the Principal shall not withdraw the accompanying proposal within 45 days after the date set for opening thereof, and shall within ten days after the prescribed forms are presented for signature, enter into a written contract with Owner in accordance with the Proposal as accepted; and give Bond and good and sufficient surety for the faithful performance and proper fulfillment of the contract including payment of persons supplying labor or materials therefor, or in the event of the withdrawal of the proposal within the period specified, or the failure to enter into a contract and give the bond within the time specified, if the Principal shall pay to Owner the difference between the aggregate amount for which the Owner may enter into a contract for the same work with another Respondent; if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF,

the above bonded parties have executed this instrument under their respective seals this _____ day of _____, 20__, the name and Corporate Seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

_____ _____
Business Address Individual Principal

_____ _____
Business Address Individual Principal

ATTEST:

_____ By: _____
Secretary President

_____ _____
Business Address Corporate Surety

ATTEST:

_____ By: _____

END OF SECTION 00 40 01

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SECTION 00 40 11 - FELONY CONVICTION NOTIFICATION

NOTE: STATEMENT OF AFFIRMATION MUST BE NOTARIZED

OWNER'S NAME: IDEA PUBLIC SCHOOLS

PROJECT NAME: IDEA EASTSIDE - FBE IMPROVEMENTS

PROJECT ADDRESS:

2519 Martin Luther King Dr..

San Antonio, Texas 78203.

STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to provide this information by the person(s) or business entity making the proposal, and the information provided below concerning felony convictions has been personally and thoroughly reviewed, and verified, and is, therefore, current, true and accurate to the best of my knowledge."

Firm's Name:_____

Address:_____

a.____ My firm is a publicly held corporation, therefore, this reporting requirement is not applicable.

b.____ My firm is not owned nor operated by anyone who has been convicted of a felony.

c.____ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

_____

Details of Conviction(s): _____

_____

CHECK A, B, OR C ABOVE AND SIGN BELOW

Offeror's Name _____

Position/Title _____

Offeror's Signature_____

Date: _____

NOTARIZATION

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public: _____

State of _____

Commission expiration: _____

Seal

END OF SECTION 00 40 11

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SECTION 00 40 13 - AFFIDAVIT OF NON-DISCRIMINATORY EMPLOYMENT

STATE OF TEXAS

COUNTY OF _____

AFFIDAVIT

This Company, Contractor, or Subcontractor agrees to refrain from discrimination in terms and conditions of employment to the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by Federal Statutes and rules and Regulations issued pursuant thereto in order to maintain and insure non-discriminatory employment practices.

_____

Company

_____

Printed Name

_____

Signature

STATE OF TEXAS

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public: _____

State of _____

Commission expiration: _____

Seal

NOTE: THIS DOCUMENT MUST BE SUBMITTED WITH PROPOSAL

END OF SECTION 00 40 13

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SECTION 00 40 14 - AFFIDAVIT OF NON-ASBESTOS, LEAD, AND PCB USE

UPON COMPLETION OF THIS FORM, RETURN TO THE ARCHITECT AT PROJECT CLOSEOUT.

PROJECT:

Owner's Name: IDEA Public Schools

Project Name: IDEA Eastside - FBE Improvements

Project Address:
2519 Martin Luther King Dr..
San Antonio, Texas 78203.

ARCHITECT:

PBK Architects, Inc.

601 NW Loop 410, Suite 400.

San Antonio, Texas 78216.

Architect’s Project No. 26044302.

CONTRACTOR:

Contractor: _____

Company Address:

_____
_____
_____

Date: _____

AFFIDAVIT

Undersigned affirms and certifies that "to the best of their knowledge and belief asbestos, lead, and PCB-containing materials have not been used or incorporated into the Work and lead or lead bearing materials have not been incorporated into potable water systems”, including, but not limited to those water systems for drinking fountains, all sinks, showers, bath tubs, residential and commercial kitchen equipment, ice machines, and hose bibbs, as applicable to the project, and that lead sheet flashing used in through roof plumbing penetration applications is the only lead on the Project.

_____
Company

_____
Printed Name

_____
Signature

STATE OF TEXAS

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public: _____

State of _____

Commission expiration: _____

Seal

NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED AT PROJECT CLOSE-OUT

END OF SECTION 00 40 14

SECTION 00 42 00 - PROPOSAL FORMS

IDEA EASTSIDE - FBE IMPROVEMENTS

SUBMITTED BY: _____

DATE:_____ **PHONE NO.:**_____

TO:

Owner's Designated Representative (ODR): Steve Rodriguez

Owner:

IDEA Public Schools.
2115 W. Pike Blvd..
Weslaco, Texas 78596.

Having examined Proposal and Contract Documents prepared by PBK Architects, Inc., dated 2026-10-30 and having examined site conditions, the undersigned proposes to furnish all labor, equipment and materials and perform all work for the completion of the above-named project for sum indicated below.

IN SUBMITTING THIS PROPOSAL, UNDERSIGNED AGREES TO THE FOLLOWING:

1. Hold proposal open for acceptance 45 days after the date on which proposals are opened.

2. Accept right of Owner to reject any or all proposals, to waive formalities and to accept proposal which Owner considers most advantageous.

3. Enter into and execute the contract, if awarded, for the Base Proposal and accepted Alternate Proposals.

4. Complete work in accordance with the Contract Documents within the stipulated contract time.

5. By signing, undersigned affirms that, to the best of their knowledge, Proposals have been arrived at independently and are submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over respondents in award of this proposal.

I. BASE PROPOSAL

Undersigned agrees to complete the Work for the lump sum amount as follows:

Cost (Written Out): _____ U.S. Dollars

Cost (Numerical): $_____ U.S. Dollars

Note: Amount written in words governs.

II. ALLOWANCES

Not Applicable.

III. UNIT PRICES

A. Not Applicable.

IV. ALTERNATES

Not Applicable.

V. ADDENDA

Undersigned acknowledges receipt of Addenda Nos. _____

Dated _____, 20____.

VI. CHANGES IN THE WORK

Undersigned understands that changes in the Work shall be performed in accordance with Supplementary Conditions.

ACKNOWLEDGEMENT

It is understood that the right is reserved by Owner to reject any or all proposals, or waive any informalities in proposal process.

_____

Authorized Signature

_____

Title

_____

Name of Contracting Firm

_____

Address

_____

City, State, ZIP

_____

Telephone

_____

Date

Seal, if a Corporation

State whether Corporation, Partnership, or individual

END OF SECTION 00 42 00

SECTION 00 43 36 - PROPOSED SUBCONTRACTORS FORM

PROJECT

OWNER:

IDEA Public Schools

PROJECT NAME:

IDEA Eastside - FBE Improvements

ADDRESS:

2519 Martin Luther King Dr..

San Antonio, Texas 78203.

ARCHITECT:

PBK Architects, Inc.

ADDRESS:

601 NW Loop 410, Suite 400.

San Antonio, Texas 78216.

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SECTION 00 45 00 - SELECTION CRITERIA AND CONTRACTOR INFORMATION

GENERAL

SELECTION CRITERIA

Proposals are to include information requested in this Section in sequence and format prescribed. In addition to and separate from requested information, offerors submitting proposals may provide supplementary materials further describing their capabilities and experience.

Following deadline for receipt, Owner's staff will receive, publicly open, and read aloud the names of the offerors and, if any are required to be stated, all prices stated in the proposals. Owner's staff will recommend that Owner select a construction contractor from the respondents to this Request for Proposals or reject all proposals.

All responses in proposal may be used to help Owner select Contractor based on these criteria. Owner reserves the right to verify accuracy and completeness of all responses by utilizing any information available to Owner without regard to whether such information appears in proposal.

CONTRACTOR INFORMATION

Please provide the following information concerning your firm:

A. Offeror Information

1. Name of firm
2. Business address
3. Telephone number
4. Fax number
5. Type of organization (individual, partnership, corporation, association).
6. Number of permanent employees. (Employees hired for the duration of a specific project or under a fixed-term contract are not considered permanent employees for purposes of this proposal).
    i. Home office
    ii. Field
7. Primary contact person for Owner inquiries.
8. Main office location (if different than above).

Describe any substantial changes in ownership of your firm during the past five (5) years.
How many years has your firm operated under its current form of business organization?
List all professional or industry organizations in which your firm or its principals are members.
In order to assist the Owner in determining whether any conflicts of interest exist, please describe any business or family relationships between any member of the Owner's Board of Directors and:

1. Your firm;
2. Any principal of your firm;
3. Any subcontractor you are considering using to perform any portion of the project work; or
4. Any principal of such subcontractor.
5. List all Mechanical, Electrical, and Plumbing subcontractors that your firm intends to use for this project.

B. Personnel Information

Provide brief resumes (two page limit) for the individuals listed below:

1. Principals/ Corporate Officers:
    i. President
    ii. Vice President
    iii. Partners

2. Project Management Candidates
    i. Project Manager
    ii. Superintendent

For the Project Manager and Superintendent candidates, please list up to two (2) people you consider qualified for each position. Please also provide a list of the principal duties and responsibilities you anticipate assigning to the Project Manager and to the Superintendent.

C. K-12 Projects

List all K-12 building projects your firm has completed within the past five (5) years, and for each project list the following information:

1. Project owner
2. Brief description of the project
3. Client, client contact person, and telephone number
4, Date construction completed
5. Managing Principal
6. Project Architect or Engineer

For the ten (10) largest projects please also provide the following information:

1. Original contract amount
2. Final contract amount
3, Number of change orders

D. Non-K-12 Projects (Optional)

List up to five (5) major non-K-12 building projects your firm has completed within the past five years, and for each project list:.

1. Name and location of the project
2. Brief description of the project
3. Client, client contact, and telephone number
4 . Final contract amount
5. Date construction completed
6. Managing Principal
7. Project Architect or Engineer

E. Claims and Litigation

1. Identify any claims or suits, if any, brought against your firm within the last five (5) years.
2. Describe all instances in which your firm was unable to complete the work under a contract.
3. Identify any judgments, claims arbitration proceedings or suits pending or outstanding against your firm or its officers.
4. Identify any lawsuits filed or arbitration requested by your firm with respect to construction contracts of your firm.

F. Current Work Load

Provide the following information for the five (5) largest projects you currently have under contract:

1. Project name
2. Location
3. Owner
4. Architect
5. Current contract amount
6. Percent complete
7. Specified contract completion date

G. Financial Information

Provide the following financial information regarding your firm:

1. Total amount of work performed as general contractor for each of the past five (5) years.
2. Bonding capacity
    i. Per project
    ii. Aggregate
3. Bank reference(s)
    i. Individual, title
    ii. Name of bank
    iii. Address
    iv. Telephone
4. Bonding company reference(s).
    i. Individual, title
    ii. Name of bonding company
    iii. Address
    iv. Telephone
5. Dunn & Bradstreet rating, if available

H. Safety Record

Describe your organization’s safety program and provide your worker’s compensation experience modification factor. List any safety awards your organization has received within the past five (5) years.

I. Execution

The foregoing is true and correct. Owner, or any authorized representative of Owner, is authorized by the undersigned to contact any firm, institution, or person listed above to obtain information about our firm's services, financial condition, and any other information which Owner might determine as being desirable.

Offeror: _____

By:

Signature: _____

Printed Name: _____

Title: _____

END OF SECTION 00 45 00

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SECTION 00 50 00 - TEXAS STATUTORY PERFORMANCE BOND

BOND NO.: _____

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS, THAT:

that _____ (hereinafter called the Principal), as principal, and _____ a corporation organized and existing under the laws of the State of _____ authorized and admitted to do business in the State of Texas and licensed by the State of Texas to execute bonds as Surety (hereinafter called the Surety), as Surety, are held and firmly bound unto

_____
_____ (hereinafter called the Obligee) in the amount of _____ U.S. Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__, for

Name of Offeror (Contractor): _____

Project Name: IDEA Eastside - FBE Improvements

Owner's Name: IDEA Public Schools

Attn: Steve Rodriguez

which contract is hereby referred to and made a part hereof as fully and the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH,

that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER,

that this bond is executed pursuant to the provisions of Chapter 22.53 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF,

the said Principal and Surety have signed and sealed this Instrument this _____ day of _____, 20__.

Principal: _____

Witness: _____

Witness: _____

Attorney-in-Fact: _____

Surety Address: _____

Surety City, State, ZIP: _____

Surety Telephone: _____

END OF SECTION 00 50 00

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SECTION 00 50 01 - TEXAS STATUTORY PAYMENT BOND

BOND NO.: _____

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS,

that: _____ (hereinafter called the Principal), as principal, and_____ a corporation organized and existing under the laws of the State of _____ authorized and admitted to do business in the State of Texas and licensed by the State of Texas to execute bonds as Surety (hereinafter called the Surety), as Surety, are held and firmly bound unto

_____
_____ (hereinafter called the Obligee) in the amount of _____ U.S. Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__ for:

Name of Offeror (Contractor): _____

Project Name: IDEA Eastside - FBE Improvements

Owner's Name: IDEA Public Schools

Attn: Steve Rodriguez

which contract is hereby referred to and made a part hereof as fully and the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH,

that if the said Principal shall pay all claimants supplying labor and material to him or a Subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED,

that the bond is executed pursuant to the provisions of Chapter 22.53 of the Texas Government Code and liabilities on this bond to claimants shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF,

the said Principal and Surety have signed and sealed this Instrument this _____ day of _____, 20__.

Principal: _____

Witness: _____

Witness: _____

Attorney-in-Fact: _____

Surety Address: _____

Surety City, State, ZIP: _____

Surety Telephone: _____

END OF SECTION 00 50 01

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AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

The Architect:
(Name, legal status, address and other information)

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement.

AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Sample

The Owner and Contractor agree as follows.

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. To report copyright violations, e-mail copyright@aia.org.

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

☐ Not later than ( ) calendar days from the date of commencement of the Work.

Sample

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☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ($), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

_____ % _____

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

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§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this Agreement.)

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☐ The Sustainability Plan:

Title	Date	Pages

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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SECTION 00 65 01 - PROPOSAL EVALUATION WAIVER

GENERAL

NOTICE:

By submitting a Proposal, the proposer indicated below agrees to waive any claim it has or may have against the Owner, the Architect, the Engineers, the Consultants, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, with regards to acceptance or rejection of any proposals, and recommendation or award of the contract.

NOTE: The Statement of Affirmation Must Be Notarized.

STATEMENT OF AFFIRMATION

“The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Firm's Name: _____

Address: _____

Proposer’s Name: _____ Position/Title: _____

Proposer's Signature: _____ Date: _____

NOTARIZATION

Subscribed and sworn to me on this _____ day of _____

Notary Public: _____

Commission Expiration: _____

NOTE: THIS DOCUMENT MUST BE SUBMITTED WITH PROPOSAL

END OF SECTION 00 65 01

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SECTION 00 65 19.16 - AFFIDAVIT OF RELEASE OF LIENS FORM

GENERAL

SUMMARY

Document Includes: Applicability and use of statutory Waiver and Release of Lien forms promulgated by the Legislature of the State of Texas for construction projects in Texas.

STATUTORY REGULATIONS

Texas Property Code, Chapter 53, Subchapter L, Sections 53.281 through 53.287 (includes the standard forms attached herewith immediately following this section):

Form 1: Conditional Waiver and Release on Progress Payment.
Form 2: Unconditional Waiver and Release on Progress Payment.
Form 3: Conditional Waiver and Release on Final Payment.
Form 4: Unconditional Waiver and Release on Final Payment.

SELECTION AND USE OF WAIVER AND RELEASE OF LIENS FORM

Submit the applicable form, legally executed (filled out, signed, and dated) and notarized, for each occasion required. Refer to the Agreement and Section 01 29 00 - Payment Procedures.

The wording of these forms is prescribed by the State of Texas. Questions regarding the use, execution, etc. should be directed to user's own attorney experienced in construction or lien law. This document does not render legal advice.

If the Contract Documents do not explicitly require submittal of Waivers and Releases of Liens for each payment, Owner reserves the right, at its sole discretion, to require applicable Waivers and Releases of Liens, executed and notarized, for payment applications.

NOTE: The attached forms are duplicated verbatim (without editing) from Chapter 53 Property Code Sec. 53.284 (b), added by Acts 2011, 82nd Leg., R.S., Ch. 271 (H.B. 1456), Sec. 3, effective January 1, 2012.

FORM 1: CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

PROJECT: IDEA EASTSIDE - FBE IMPROVEMENTS

OWNER: IDEA PUBLIC SCHOOLS

ARCHITECT'S PROJECT NUMBER: 26044302

On receipt by the signer of this document of a check from _____ (maker of check) in the sum of $_____ payable to _____ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of IDEA Public Schools (the Owner) located at (2519 Martin Luther King Dr., San Antonio, Texas78203 to the following extent:

_____(job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date: _____

Company Name: _____

Signature: _____

Title: _____

FORM 2: UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE:

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

PROJECT: IDEA EASTSIDE - FBE IMPROVEMENTS

OWNER: IDEA PUBLIC SCHOOLS

ARCHITECT'S PROJECT NUMBER: 26044302

The signer of this document has been paid and has received a progress payment in the sum of $_____ for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted) on the property of IDEA Public Schools (the Owner) located at 2519 Martin Luther King Dr., San Antonio, Texas78203 to the following extent:
_____(job description).

The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent: _____
_____

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date: _____

Company Name: _____

Signature: _____

Title: _____

FORM 3: CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

PROJECT: IDEA EASTSIDE - FBE IMPROVEMENTS

OWNER: IDEA PUBLIC SCHOOLS

ARCHITECT'S PROJECT NUMBER: 26044302

On receipt by the signer of this document of a check from _____(maker of check) in the sum of $_____ payable to: _____ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of IDEA Public Schools (the Owner) located at 2519 Martin Luther King Dr., San Antonio, Texas78203 to the following extent:

_____
_____ (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date: _____

Company Name: _____

Signature: _____

Title: _____

FORM 4: UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE:

This document waives rights unconditionally and states you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

PROJECT: IDEA EASTSIDE - FBE IMPROVEMENTS

OWNER: IDEA PUBLIC SCHOOLS

ARCHITECT'S PROJECT NUMBER: 26044302

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted) on the property of IDEA Public Schools (the Owner) located at 2519 Martin Luther King Dr., San Antonio, Texas78203 to the following extent:

_____
_____(job description).

The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date: _____

Company Name: _____

Signature: _____

Title: _____

END OF SECTION 00 65 19.16

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SECTION 00 70 00 - CONDITIONS OF THE CONTRACT

I. CONSTRUCTION CONTRACT AGREEMENT

1.1 GENERAL

A. Contract for the construction of the project shall be executed by the successful Offeror on the 2017 Edition of AIA Document A101 Standard Form of Agreement Between Owner and Contractor (Stipulated Sum). Said contract, fully executed, shall be delivered to Owner within ten (10) days of receipt of said contract.

II. CONDITIONS OF THE CONTRACT

2.1 GENERAL AND SUPPLEMENTARY CONDITIONS

A. AIA Document A201 The General Conditions of the Contract for Construction 2017 Edition, as modified by Section 00 73 00 - Supplementary Conditions, is made a part of the Contract Documents.

2.2 REQUIREMENTS

A. Contractor is specifically directed, as a condition of the Contract, to acquaint themselves with the Articles of the General Conditions and to notify and apprise its subcontractors and other entities of the conditions governing the Contract for Construction.

B. No contractual adjustments shall be due for failure of each entity to fully acquaint itself with the General Conditions.

C. Provisions of General and Supplementary Conditions and Division 01 General Requirements apply to work specified in each Section of the Contract Specifications and indicated on Contract Drawings.

III. AVAILABILITY

3.1 GENERAL

A. Failure to obtain and examine these documents in no way relieves Contractor, Subcontractors, Sub-subcontractors, and material suppliers of responsibilities incorporated in the Agreement.

3.2 DOCUMENTS SOURCES

A. A.I.A. Documents may be obtained from the nearest local chapter of the American Institute of Architects. Copies may also be obtained from local architects' supplies stores.

END OF SECTION 00 70 00

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining

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provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building

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information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the

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site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes

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remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

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time and in the form specified by the Architect.

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

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ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
.5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The

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Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable

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by the Owner to the Contractor for performance of the Work under the Contract Documents.

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The

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

§ 9.5 Decisions to Withhold Certification

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

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers

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to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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constitute a waiver of Claims.

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

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

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

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

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

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§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the

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endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The

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Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the

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Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

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§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

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

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

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

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§ 14.4 Termination by the Owner for Convenience

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

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section

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15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

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§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly

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consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Sample

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SECTION 00 73 00 - SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS
TO THE AIA DOCUMENT
A201-2017 GENERAL CONDITIONS

SUPPLEMENTARY CONDITIONS TO THE CONTRACT FOR CONSTRUCTION

The following supplements modify the "General Conditions of the Contract for Construction", AIA Document A201, Sixteenth Edition, 2017. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect. As appropriate, for purposes of this Request for Proposal, the term "Bid" shall mean "Proposal" and the term "Bidder" shall mean "Offeror", wherever they appear in the Construction Documents.

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

*Delete Section **1.1.1** in its entirety and substitute the following:*

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

To the extent any provision in the Supplementary Conditions to these AIA Document A201-2017 General Conditions, issued by Owner, conflicts with any provision in the Supplementary Conditions issued by the Architect; the Supplementary Conditions to these AIA Document A201-2017 General Conditions issued by Owner shall control.

§ 1.1.3 The Work

Add the following sentence at the end of this section:

It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the

contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents.

§ 1.2 Correlation and Intent of the Contract Documents

Add the following Sections:

§ 1.2.1.2 Precedence of the Contract Documents: The most recently issued Document takes precedence over previous issues of the same Document. The order of precedence is as follows with the highest authority listed as "1".

.1 Contract Modifications (such as Change Orders) signed by the Contractor and Owner.

.2 The Agreement. (AIA Document A101-2017)

.3 The Supplementary Conditions

.4 The General Conditions of the Contract for Construction

.5 Addenda, with those of later date having precedence over those of earlier date

.6 Drawings and Specifications

Should these Documents disagree in themselves, the Architect and Owner will select the appropriate method for performing the Work, to facilitating avoiding increase in the Contract cost.

§ 1.2.1.3 Relation of Specifications and Contract Drawings: To be equivalent in authority and priority. Should they disagree in themselves, or with each other, prices shall be based on the most expensive combination of quality and quantity of Work indicated. In the event of the above mentioned disagreements, the resolution shall be determined by the Architect and Owner.

§ 1.6 Notice

*Delete the text of Section **1.6.1** in its entirety and substitute the following:*

§ 1.6.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer at the corporation for which is was intended, or if delivered at or sent by certified mail, or by registered or certified mail, or by courier service providing proof of delivery, to the last business address known to the party giving notice, or if delivered by facsimile or other electronic communications to the offices of the person or corporation for which it was intended. For facsimiles or other electronic communications received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

*Delete the text of Section **1.6.2** in its entirety.*

*Add Section **1.9** as follows:*

§ 1.9 Miscellaneous Other Definitions

§ 1.9.1 Addenda, Addendum

Documents issued by the Architect prior to execution of the Owner Contractor Agreement for this Project that modify or clarify the Proposal Documents. All addenda become a part of the Contract Documents.

§ 1.9.2 Alternate Proposal(s)

A separate amount stated on a separate Proposal Form which, if accepted by the Owner, will be added to or deducted from the Base Proposal. If accepted, the work that corresponds to the alternate proposal will become part of the agreement between Owner and Contractor. Alternate proposals shall remain valid for the same period of time as the Base Proposal after receipt of proposals, regardless if an Owner Contractor Agreement has been executed, unless indicated otherwise herein.

§ 1.9.3 Approved, Approved Equivalent, Approved Equal, or Equal

The terms Approved, Approved Equivalent, Approved Equal, and Or Equal, relate to the substitution of products or systems approved in writing by the Architect. Refer to Paragraph 3.4.2, Substitution of Products and Systems, for procedures which must be followed after award of contract. The substitution procedure process to be followed prior to receipt of proposals is described in the Instructions to Bidders.

§ 1.9.4 Base Proposal

The Contractor’s proposal for the Work, not including any Alternates.

§ 1.9.5 Contract Time

The period of time which is established in the Contract Documents for Substantial Completion of the Work.

§ 1.9.6 Date of Agreement

The date the Owner formally awards a Contract for Construction of the Work. This date will be inserted in the first page of the Agreement between Owner and Contractor and shall be referenced in Performance Bond and Payment Bond forms. See also Date of Commencement of Work.

§ 1.9.7 Date of Commencement of the Work

The date of a written Notice to Proceed to the Contractor for a given portion of the Work. This date constitutes day zero (0) of the stated Contract Time. The Notice to Proceed will be issued after the District has received and validated the Contractor’s Payment Bond, Performance Bond and Insurance.

§ 1.9.8 Date of Final Completion

The end of construction. See AIA Document A201, Section 9.10.

§ 1.9.9 Day

The following days are referenced in the documents:

.1 Calendar Days. Extensions of time granted for Regular Work Days lost, if any, will be converted to Calendar Days.

.2 Holidays: The days officially recognized by the construction industry in this area as a holiday; normally limited to the observance days of New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the day after and Christmas Day.

.3 Regular Work Days: All calendar days except holidays, Saturdays, and Sundays. Requests for extensions of time shall be requested on the basis of Regular Work Days, and those days, if approved, will be converted to calendar days by multiplying by a factor of one and four-tenths (1.4).

.4 No time extensions will be allowed due to inclement or adverse weather days.

§ 1.9.10 Notice to Proceed

A notice that may be given by the Owner to the Contractor that directs the Contractor to start the Work. It may also establish the Date of Commencement of the Work.

§ 1.9.11 Provide

Whenever the word "provide" is used in these documents, it shall mean the same as "furnish and install".

§ 1.9.12 Punch List

A comprehensive list prepared by the Contractor prior to Substantial Completion to establish all items to be completed or corrected; this list may be supplemented by the Architect or Owner. See AIA Document A201, Section 9.8.

§ 1.9.13 Unit Prices

A cost for a unit of work as described in the Contract Documents. The Owner may add or deduct Unit Price work at the amounts stated on the Proposal Form and such amounts shall not be subject to additional mark up by the Contractor or his subcontractors."

ARTICLE 2 OWNER

§ 2.1 General

*Delete the text of Section **2.1.1** in its entirety and substitute the following:*

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. All parties understand that only the Board of Trustees for the Owner acting as a body corporate has the authority to bind the Owner with respect to all matters requiring the Board's approval under current policy of the Board of Trustees for the Owner, including, but not limited to, Change Orders. Except as otherwise provided in Section 4.2.1, the Architect does not have authority to bind the Owner with respect to matters requiring the Owner's approval or authorization. The term "Owner" means the Owner or the Owner's authorized representative.

Delete the text of Section **2.1.2** in its entirely.

§ 2.2 Evidence of the Owner's Financial Arrangements
*After the first sentence of Section **2.2.1,** delete the remainder of Section **2.2.1** in its entirety.*

*Delete Sections **2.2.2** and **2.2.3** in their entirety.*

§ 2.3 Information and Services Required of the Owner.

2.3.6 The Contractor will be furnished free of charge # copies of the Drawings and # copies of the Project Manual. These copies may have been used during the Bid/Proposal process and it is the Contractor's responsibility to determine their completeness and to request replacement of any missing portions. Additional new copies will be furnished at the cost of reproduction, postage, and handling.

*Delete the text of Section **2.5.** in its entirety and substitute the following:*
§ 2.5 Owner's Right to Carry Out the Work
If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents and fails, after receipt of written notice from the Owner, to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the actual cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services and expenses made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to the prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner within thirty (30) days of receipt of written notice from the Owner therefor.

*Add Section **2.6** as follows:*
§ 2.6 Owner's Lack of Liability to Third Party
§ 2.6.1 The Owner is not responsible for the acts and/or omissions of, or contractually involved with, any subcontractors, suppliers of labor or materials, and/or their respective employees or agents or any other third-party claimants. Such claimants shall not constitute third party beneficiaries under this contract. The Contractor and/or his Surety solely shall deal with, take responsibility for, and be liable to such parties under this Contract. Contractor will indemnify and defend the Owner from any legal actions against Owner for unpaid bills of subcontractors.

*Add Section **2.7** as follows:*
§ 2.7 Owner's Right to Occupy the Project
§ 2.7.1 The Owner shall have the right to occupy or use without prejudice to the right of either party, any

completed or largely completed portions of the project, notwithstanding the time for completing the entire work or such portions may not yet have expired. Such occupancy and use shall not constitute acceptance of any work not in accordance with the Contract Documents. If the Contractor determines that said occupancy may cause a delay to the completion of the project, he shall notify the Owner in writing immediately.

§ 2.7.2 Refer to Article 11 Insurance and Bonds regarding property insurance requirements in the event of such occupancy.

§ 2.7.3 If Contractor has not completed the obligations of the Contract Documents by the dates established by subsequent Amendments to the Agreement Between Owner and Construction Manager, the Owner shall have the right to occupy or use the entire project.

ARTICLE 3 CONTRACTOR

§ 3.1 General

*Add Section **3.1.4** as follows:*

§ 3.1.4 The Contractor must be fully qualified under any state or local licensing laws for Contractors in effect at the time and at the location of the work. The Contractor is responsible for determining that all of his subcontractors and prospective subcontractors are duly licensed in accordance with the law.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

*Delete the last sentence of Section **3.2.4** in its entirety and substitute the following:*

If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities provided such errors, inconsistencies, omissions, differences, or nonconformities could not have been ascertained from a careful study of the Contract Documents.

*Add Sections **3.2.5, 3.2.6** and **3.2.7** as follows:*

§ 3.2.5 The Contractor shall make a reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's field superintendent's personal inspection of the work and his determination that the work of all major subcontractors, to allow the subcontractor to demonstrate his understanding of the documents to the Architect and to allow the subcontractor to ask for any interpretation he may require.

§ 3.2.6 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or his Consultants to expend an unreasonable amount of time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of

compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to Sections 3.2.5, 3.2.6 and 3.7 before additional services are performed.

§ 3.2.7 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor his Warranty, he shall promptly notify the Architect in writing, providing substantiation for his position. Any necessary changes, including substitutions of materials, shall be accomplished by appropriate Modification.

§ 3.3 Supervision and Construction Procedures

*Delete the last sentence of Section **3.3.1** in its entirety and substitute the following:*

If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures, but only to the extent the Owner would be responsible for any such losses or damages under state and/or federal law.

*Add Sections **3.3.4** and **3.3.5** as follows:*

§ 3.3.4 The Contractor is especially cautioned to coordinate the routing of mechanical and electrical items prior to commencing these operations.

§ 3.3.5 Contractor shall bear sole responsibilities for design and execution of acceptable trenching and shoring procedures, in accordance with Texas Government Code, Section 2166.303 and Texas Health and Safety Code, Subchapter C, Sections 756.021, et seq. On trench excavations in excess of 5 feet in depth, Contractor shall pay a qualified engineer, experienced in the engineering design and preparation of drawings and specifications for compliance with state requirements for trenching and shoring, to prepare and professionally seal detailed drawings and specifications directing Contractor in the safe execution of trenching and shoring.

§ 3.3.6 Any time that the Contractors' employees, subcontractors and their agents and employees, and other persons or entities performing portions of the work for or on behalf of the Contractor or any of its subcontractors are on site, the work shall be supervised by a qualified employee of the Contractor.

§ 3.4 Labor and Materials

*Delete Section **3.4.2** in its entirety and replace it with the following:*

§ 3.4.2 The materials, products, and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products, or systems provided that same meets the requirements of the particular project and have been approved in an addendum as a substitution prior to the submission of bids. If prior written

approval in an addendum has not been obtained, it will be assumed that the Bid is based upon the materials, products, and systems described in the Bidding Documents and no substitutions will be permitted, except as provided hereinafter.

.1 If, after award of contract, the Contractor of one of his Subcontractors, or Suppliers determines that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Warranty, the Contractor shall promptly notify the Architect, in writing, providing detailed substantiation for his position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in Contract Sum, either upward or downward, if any, shall be accompanied by appropriate Modification.

.2 After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products on the Work in place of those specified only under the conditions set forth in specification referring to Product Options and Substitutions.

.3 Requests for substitution, received by the Architect later than forty five (45) days after "Notice to Proceed" or "Date of Commencement of the Work" (whichever occurs first), may result in additional costs to the Owner. Contractor agrees to reimburse the Owner through deductive Change Order to the Contract, for all costs associated with such requests.

.4 By making request for substitutions based on Subparagraph 3.4.2 above, the Contractor

- **.1** represents that the Contractor has personally investigated the proposed substitute product and determined that it is equivalent or superior in all respects to that specified, and is suitable for the intended purpose;
- **.2** represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- **.3** certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- **.4** will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

.5 Substitution requests shall be submitted on the forms included herein and in accordance with the process established in specification referring to Product Options and Substitutions.

*Add the following Sections after Section **3.4.3***

.1 State law prohibits possession and/or use of alcohol and tobacco products on school property at all times.

.2 State law prohibits weapons or firearms on school property.

.3 There shall be zero tolerance for fraternization with students, teachers and any other school district personnel, Contractor will immediately remove any employee that violates this provision from the project.

.4 No glass bottles shall be brought on the construction site or Owner's property by any construction personnel.

§ 3.5 Warranty

*Delete the text of Section **3.5.1** in its entirety and substitute the following:*

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

*Add Sections **3.5.3, 3.5.4** and **3.5.5** as follows:*

§ 3.5.3 In the event of failure in the Work, including a specified product, whether during construction, or the correction period (which shall be one (1) year from the Date of Substantial Completion, except where a longer period is specified), the Contractor shall take prompt and appropriate measures to assure correction or replacement of the defective Work or any portion thereof, including manufactured products, whether notified by the Owner or the Architect. Upon correction of warranty items, the Contractor shall provide the Owner and Architect with written notification of said correction (including a brief description of the defect and corrective measures taken). This obligation shall survive acceptance of the Work under the Construction Contract.

§ 3.5.4 The Contractual Correction Period for this Project is one (1) year from the date of Substantial Completion, except for any extended warranties as specified within the Contract Documents. Items of Work not completed until after the deadline for Substantial Completions shall have their warranties (general and any extended warranty periods) extended by the period of time between the deadline for Substantial Completion and the actual completion of the Work. Such warranties shall be submitted to the Owner in writing, documenting such time extensions. This correction period shall not restrict or modify extended warranties called for or provided on systems, equipment or other specific portions of the Work.

§ 3.5.5 The Contractor shall accompany the Owner and Architect for a complete reinspection of the Project approximately eleven (11) months after the Date of Substantial Completion and shall promptly complete any observed or reported deficiencies in the Work, including any uncompleted Punch List items or outstanding and incomplete warranty items. The contractor

shall provide written notification to the Owner and Architect when said Punch List items and/or additional deficiencies observed have been corrected. This obligation shall survive acceptance of the Work under the Construction Contract.

*Delete Section **3.6** in its entirety and substitute the following:*

§ 3.6 Taxes

The Owner qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Contractor or Subcontractors to take advantage of the Owner's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the Owner.

§ 3.7 Permits, Fees, Notices and Compliances with Laws

*After Section **3.7.1**, add the following Sections:*

- **.1** The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.
- **.2** The Contractor shall pay directly all temporary utility charges (excluding permanent power), utility district/company inspection fees, temporary tap charges, and temporary water meter charges and any other similar fees assessed by jurisdictional authority having control over this Project. The Contractor shall secure and pay for all governing authorities' permit fees.
- **.3** Fees payable to the Texas Department of Licensing and Regulation (TDLR) for document review relative to the Elimination of Architectural Barriers Act shall be paid by the Owner and the Architect will submit the documents to the TDLR for review and approval.
- **.4** The Contractor shall pay for all measures required for the SWPPP.

*Delete Section **3.8** in its entirety and substitute the following:*

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct and approve in writing.

§ 3.9 Superintendent

Delete Section 3.9.1 in its entirety and substitute the following:

§ 3.9.1 The Contractor shall employ a competent superintendent, project manager, and necessary assistants who shall be in attendance at the Project site during performance of the Work, including Punch List Work. The superintendent and project manager shall represent the

Contractor, and unless provided otherwise in Section 3.1.1, communications given to the superintendent or project manager shall be binding as if given to the Contractor. The superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Contractor. No increase in Contract Time or Contract Sum shall be allowed in the event the Owner or Architects objects to any nominated superintendent.

§ 3.10 Contractor's Construction and Submittal Schedules

*Delete Section **3.10.1** and substitute the following:*

§ 3.10.1 Within 30 days of being awarded a Contract, the Contractor shall prepare and submit for the Owner and Architect's review, a construction schedule for the Work, with critical path clearly defined. The schedule shall not exceed time limits current under the Contract Documents. For further schedule requirements refer to specification section regarding project schedules in the Project Manual.

*Add the following clause to Section **3.10.2**:*

§ 3.10.2 Requirements for the submittal schedule are outlined in specification Section 01 32 00 "Construction Progress Documentation". If the Contractor fails to submit a submittal schedule or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in the Contract Sum or extension of the Contract Time based on the time required for review of submittals.

*Add Section **3.10.4** as follows:*

§ 3.10.4 The Contractor shall submit to the Architect, with each monthly Application for Payment; a copy of the progress schedule updated to reflect the current status of the project. The Contractor shall take whatever action necessary to assure that the project completion schedule is met.

§ 3.11 Documents and Samples at the Site

*Add Section **3.11.1** as follows:*

§ 3.11.1 The Contractor shall post all Addenda on Construction Documents prior to commencing work in the site.

§ 3.12 Shop Drawings, Product Data and Samples

*At Section **3.12.5**, add the following Sections:*

.1 If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent resubmittal. Additional service charges as outlined in 3.2.6 may be charged by the Architect in this event.

.2 The Architect will take no action on Shop Drawings, Product Data, and Samples that have not first been certified, by stamped, signed notation, as having been checked and approved by the Contractor for use in the Work, or that are not specifically required by the Contract Documents.

*At Section **3.12.7**, correct the word "approved" in the last line to read "accepted".*

*At Section **3.12.8**, correct "Architect's approval" in the last line to read "Architect's acceptance".*

*At Section **3.12.9**, correct "Architect's approval" in the last line to read "Architect's acceptance" and add the following Section:*

§ 3.12.9.1 Deviation from the requirements of the Contract Documents indicated on shop Drawings, Product Data, and Samples, does not constitute the required notification "in writing.

*Add Sections **3.12.11** and **3.12.12** as follows:*

§ 3.12.11 The Contractor shall submit complete Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least thirty (30) days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the contact for construction.

§ 3.12.12 The Contractor shall submit digital PDF's of Shop Drawings, Product Data, and similar submittals in the proper format according to the procedures stipulated within the Contract Documents. Digitally submitted Shop Drawings will be reviewed and marked by the Architect and/or his consultants and returned to the Contractor for his use, distribution, correction or resubmittal as required. Contractor corrections or revisions shall be resubmitted to the Architect in accordance with same procedures. The digitally marked up prints will be retained by the Architect and his consultants. Samples shall be submitted directly to the Architect for review.

*Add Section **3.12.13** as follows:*

§ 3.12.13 The Contractor shall provide MEP coordination drawings within a schedule mutually agreed upon by the Team and prior to installing the Work, showing how all piping, ductwork, lights, conduit, equipment, etc. will fit into the ceiling space allotted, including clearances required by the manufacturer, by code, or in keeping with good construction practice. Space for all trade elements must be considered on the same drawing. Drawings shall be at ¼ inch per foot minimum scale and shall include invert elevations and sections required to meeting intended purpose. The Contractor may propose an alternate method of accomplishing MEP coordination. If the alternate method is approved by the Team, it may be utilized.

§ 3.14 Cutting and Patching

*Add Section **3.14.3** as follows:*

§ 3.14.3 Leave all chases, holes and openings, straight and true, of proper size, and cut them into existing work as may be necessary for the proper installation of the work. Consult with all Subcontractors concerned, regarding proper locations and size. In case of conflict between requirement for cutting and patching and any other requirement of the Work, submit request for direction before proceeding with the Work. In case of failure to leave or cut them in the proper place, openings shall be cut afterward at no expense to the Owner. No excessive cutting will be permitted, nor shall any piers or other structural members be cut without prior approval. After such work has been installed, satisfactorily and carefully fit around, close up, repair, patch, and point up all cuts. Work shall be done with proper tools by workmen of the particular trade to which work belongs and shall be done without extra expense to the Owner. No description of specific cutting, patching, digging, etc., required for the work under a Specification Section that may be required for the proper accommodation of that work to the work of other trades shall relieve the Contractor from responsibility described above.

§ 3.15 Cleaning Up

*Add Section **3.15.3** as follows:*

§ 3.15.3 Prior to the Architect's inspection for Substantial Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

§ 3.18 Indemnification

*Delete Sections **3.18.1** and **3.18.2** in their entirety and replace them with the following:*

§ 3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY DEFEND AND HOLD HARMLESS THE OWNER AND ITS TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DEMANDS, SUITS, CAUSES OF ACTION, AND DAMAGES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OF ANY EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR ITS SUBCONTRACTORS OF EVERY TIER, EVEN IF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH IS CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE NEGLIGENCE, FAULT OR STRICT LIABILITY OF ANY OF THE INDEMNIFIED PARTIES.

FOR ALL CLAIMS NOT ADDRESSED IN THE ABOVE PARAGRAPH, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER AND ITS TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES AND (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DEMANDS, SUITS, CAUSES OF ACTION, AND DAMAGES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE WORK TO BE PERFORMED UNDER THIS AGREEMENT, BUT ONLY TO THE EXTENT OF THE NEGLIGENCE OR

OTHER FAULT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES OR SUBCONTRACTORS OF ANY TIER.

§ 3.18.2 It is understood and agreed that Section 3.18 above is subject to, and expressly limited by, the terms and conditions of TEX. CIV. PRACT. & REM. CODE ANN. 130.001-130.005 (Vernon Supp. 1989), as amended or modified, or any successor statute. Contractor shall not be obligated under Subparagraph 3.18 to indemnify or hold harmless Architect or any agent, servant of employee of Architect from liability or damage that is caused by or results from:

- **.1** defects in plans, designs or specifications prepared, approved or used by the Architect; or
- **.2** negligence of the Architect in the rendition or conduct of professional duties called for or arising out of the Contract Documents and the plans, designs or specifications that are a part of the Contract Documents; and arises from:
  - **.1** personal injury or death;
  - **.2** property injury; or
  - **.3** any other expense that arises from personal injury, death or property injury.

*Add Section **3.18.3** as follows:*

§ 3.18.3 It is agreed with respect to any legal limitations, now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 3.18, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

*Add Sections **3.19, 3.20,** and **3.21** as follows:*

§ 3.19 Reproducible Record Drawings

§ 3.19.1 At the completion of the Project, the Contractor shall submit to the Owner one (1) complete set of drawings with all changes made during construction, including concealed mechanical, electrical and plumbing items. Drafting shall be compatible with original drawings and the Contractor shall submit these as hard copies. The record drawings shall exclude the seal of the Architect and/or Engineer and shall have a statement added to indicate the purpose of the drawings (i.e, “RECORD DRAWING”). The Contractor shall also submit to the Owner one (1) CD-ROM containing the following:

- **.1** Final Record Drawings;
- **.2** Final Specifications;
- **.3** Copy of final Construction Contract, including all Change Orders.
- **.4** CPR;
- **.5** AEA;
- **.6** Copies of minutes to all Project meetings.

§ 3.19.2 The Contractor shall also provide the Owner with one (1) set of Record Drawings on a non-rewritable CD in Revit format. The record drawings including specifications shall be 100%

complete (including properly dated and executed warranties, complete technical instructions to the Owner, etc.) prior to delivery to the Architect for review. The record documents must be delivered to the Architect thirty (30) days prior to receipt of the Contractor's Final Application for Payment. The record drawings shall exclude the seal of the Architect and/or Engineer and shall have a statement added to indicate the purpose of the drawings (i.e., "RECORD DRAWING").

§ 3.20 Prevailing Wage Rates

§ 3.20.1 As required by Chapter 2258 of the Texas Government Code Title 10 Prevailing Wage Rate, no employee used in this construction may be paid less than the minimum prevailing wage rate in effect for the Owner.

§ 3.20.2 The Contractor and each Subcontractor and Sub-subcontractor shall pay to all laborers, workmen, and mechanics employed in execution of this Contract not less than rates set forth by law and as noted in the applicable Wage Rate Scale, for each craft or type of workman or mechanic needed to execute Contract.

§ 3.20.3 Determination of prevailing wages shall not be construed to prohibit payment of more than the rates identified.

§ 3.21 Antitrust Violations

§ 3.21.1 Contractor hereby assigns to Owner any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1 et. seq. (1973). The Contractor shall include this provision in his contracts with each Subcontractor and Supplier. Each Subcontractor shall include such provision in contracts with Sub-subcontractors and suppliers.

§ 3.22 Third-Party Beneficiary

§ 3.22.1 No person or entity shall be deemed to be a third-party beneficiary of any provision(s) of this Contract; nor shall any provision(s) hereof be interpreted to create a right of action or otherwise permit anyone not a signatory party to the Contract to maintain an action for personal injury or property damage.

ARTICLE 4 ARCHITECT

§ 4.2 Administration of the Contract

*Delete Section **4.2.2** in its entirety and substitute the following:*

§ 4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor’s operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the work, and (3) to determine in general if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract documents. The Architect will be required to make on-site inspections as necessary to keep the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. The

Architect will neither have control over or charge of, no be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

*Delete Section **4.2.6** in its entirety and substitute the following:*

§ 4.2.6 The Architect shall have authority to reject Work that does not conform to the Contract Documents. The Architect shall be required to promptly notify the Owner of any non-conforming Work and shall reject such non-conforming Work unless the Owner objects to the rejection in writing within twenty-four (24) hours of such notification. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract documents, the Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. Performance of any additional inspection or testing, which would result in additional cost to the Owner, shall require advance notice to and approval of the Owner. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work, except when the Contractor's inability to perform the Work is a result of design flaw, error or omission.

*Add the following Section **4.2.8.1**:*

§ 4.2.8.1 Allowance Expenditure will be authorized using Allowance Expenditure Authorizations (AEA) executed by the Owner, the Architect and the Contractor. All Allowance Expenditure Authorizations will be incorporated into the contract by Change Order at the completion of the project. Work authorized by an AEA may be invoiced as it is completed.

*Delete Section **4.2.13** in its entirety and substitute the following:*

§ 4.2.13 All decisions on matters relating to aesthetic effect shall initially be made by the Architect; however, all such decisions are subject to the Owner's written approval.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

*At the end of Section **5.1.1** add the following sentence:*

Wherever relevant, the term "Subcontractor" shall also include a person, or entity who supplies material or equipment for the Project.

*At the end of Section **5.2.4**, add the following sentence:*

Prior to such change the Contractor shall notify the Architect of his intent and reasons for such proposed changes.

5.4 Contingent Assignment of Subcontractors

*Delete the last sentence of Section **5.4.1** in its entirety and substitute the following:*

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract, but only to the extent permitted by law.

*Delete the last sentence of Section **5.4.3** in its entirety.*

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

*Delete the text of Section **7.1.2** in its entirety and substitute the following:*

§ 7.1.2 A Change Order shall be based on agreement among the Owner, Contractor, and Architect, except when the Contract balance is amended as a result of Owner's Right to Carry out the Work under Section 2.4.1 or the Owner's assessment of liquidated damages as allowed by the Contract Documents. A Construction Change Directive requires agreement by the Owner or the Owner's representative and Architect, and may or may not be agreed to by the Contractor; an order for a minor change may be issued by the Architect alone.

§ 7.2 Change Orders

Add the following Subparagraph 7.2.2:

§ 7.2.2 Methods used in determining adjustments to the Contract Sum shall be determined in one or more of the ways listed below. The first method listed shall be used unless the Architect determines that the method is inappropriate, in which case another method shall be selected:

- **.1** By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. Where additional Work is involved, any lump sum over the amount of $100.00 shall be broken down to represent the estimated cast of labor and materials plus mark-ups to cover overhead and profit.
- **.2** To compensate the Contractor, Subcontractor, or Sub-subcontractor actually performing a part of the Work for the combined cost of overhead and profit, the performing party shall be entitled to a single mark-up not to exceed 10% of the estimated cost of that part of the Work.
- **.3** To compensate (a) the Contractor for the combined cost of overhead and profit on Work performed by Subcontractors, or (b) Subcontractors for the combined cost of overhead and profit on Work performed by Sub-subcontractors, the Contractor or Subcontractor shall be entitled to a single mark-up not to exceed 5% of the subcontract amount.
- **.4** When a Sub-subcontractor performs the Work of a change, the maximum mark-up not to exceed 10% for combined overhead and profit shall be used only by the Sub-subcontractor. The Contractor and Subcontractor would each be entitled to a single mark-up not to exceed 5% of the cost to them for the Subcontractor and Sub-subcontractor, respectively.
- **.5** By Unit Prices stated in the Contract Documents or subsequently agreed upon. Additional mark-ups for overhead and profit will not be allowed in Unit Price work.

.6 By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

.7 Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.2.2 shall be limited to the costs established in Sections 7.3.7.1 through 7.3.7.5.

§ 7.3 Construction Change Directives

Delete text of Subparagraph 7.3.3 in its entirety and substitute the following:

§ 7.3.3 The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more ways listed below. The first method listed shall be used unless the Architect determines that the method is inappropriate, in which case another method shall be selected.

.1 By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. Where additional Work is involved, the lump sum shall represent the estimated cost of labor and materials plus markups to cover overhead and profit:

To compensate the Contractor or Subcontractor actually performing a part of the Work for the combined cost of overhead and profit, the performing party shall be entitled to a single markup not to exceed 10% of the estimated cost of that part of the Work.

To compensate the Contractor for the combined cost of overhead and profit on work performed by Subcontractors, the Contractor shall be entitled to a single markup not to exceed 10% of the subcontract amount.

When a Sub-subcontract performs the Work of a change, the 10% markup for combined overhead and profit shall be used only by the Sub-subcontractor. The Contractor and Subcontractor would each be entitled to a single markup not to exceed 10% of the cost to them from the Subcontractor and Sub-subcontractor respectively.

.2 By unit prices stated in the Contract Documents or subsequently agreed upon. Additional markups for overhead and profit will not be allowed in Unit Price Work.

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

*Add Section **7.5** as follows:*

§ 7.5 Allowable Markups for Changes in the Work

§ 7.5.1 Unless otherwise directed, the procedure and markup of the costs for additional work shall be determined in the following manner:

.1 Upon Change Proposal request, the Contractor shall quote the cost for changes in the work showing separately, credits and additional costs broken down by headings used in the Schedule of Values. Further breakdown into units of labor and materials may be required if agreement on cost cannot be reached using the breakdown by headings. The final cost shall be the amount of the Total Contract Value Change shown on the Change Proposal signed by the Contractor and Owner. For general construction work, not subcontracted, the Contractor shall consider as costs the

actual invoice amount for additional materials, the sales tax on additional materials when applicable, the wages paid for additional direct labor, plus the Contractor's usual markup of wages to cover additional labor related costs such as insurance, taxes and fringe benefits.

.2 On changes executed within the Owner's Contingency Allowance, Contractor shall have included costs for combined overhead and profit, to the extent permitted by the Contract Documents, and General Conditions costs, including the cost of superintendents, field office expense, temporary facilities and services, small hand tools, construction equipment not specifically provided for the change in hand, home office expense, bond and building insurance premiums, and managing the Subcontractor's work, in his Base Contract amount. Allowed overhead and profit fee on Owner's Contingency Allowance changes to be included in the total cost to the Owner shall be based as follows:

- **.1** For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's of Sub-subcontractor's own forces, ten percent (10%) of the cost.
- **.2** For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractors.

§ 7.5.2 If any additional Work is authorized outside of or in excess of the Owner's Contingency Allowance, the combined overhead and profit for this work shall be based as follows:

- **.1** For the Contractor, for Work performed by the Contractor's own forces, a maximum total markup of ten percent (10%) of the actual cost.
- **.2** For Work performed by the Contractor's Subcontractor(s), five percent (5%) of the amount due the Subcontractor(s).
- **.3** For each Subcontractor or Sub-subcontractor involved, for work performed by that Subcontractor's or Sub-subcontractor's own forces, a maximum markup of ten percent (10%) of the actual cost.
- **.4** For each Subcontractor, for work performed by the Subcontractor's Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractor.
- **.5** The combined total markup from all categories and tiers above shall not exceed fifteen percent (15%).
- **.6** Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7.

§ 7.5.3 In order to facilitate checking of quotations for extras or credits, all proposals, (except those so minor that their propriety can be seen by inspection), shall be accompanied by a complete and detailed itemization of costs including labor, materials, and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change be approved without such itemization.

§ 7.5.4 Change orders, as they are accepted by the Owner, shall be entered under heading "Change Orders" in the next current Request for Payment.

§ 7.5.5 All credits to or deductions from the Contract Sum (with the exception of the return of unused allowances) shall be calculated using the same methodology set forth in this Section 7.5, including a credit of ten percent (10%) for the Contractor's overhead and profit included in the Contract Sum.

ARTICLE 8 TIME

§ 8.1 Definitions

*At Section **8.1.4**, add the following sentence:*

See further definition of "Day" in Section **1.9.10**.

§ 8.3 Delays and Extensions of Time

*Delete Section **8.3.1** in its entirety and substitute the following:*

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other unforeseeable causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. There shall be no extension of the Contract Time for inclement or adverse weather. For any excusable delays, Contractor will be solely responsible for its own costs arising in connection with any such delay, and no adjustment will be made to the Contract Sum (including extended general conditions) to account for damages to the Contractor.

Include below in CSP projects.

§ 8.3.4 There will be No Extensions of Time due to weather.

The following is a requirement of the Contract and will be included in the Agreement Between Owner and Contractor under Time of Completion and the blank spaces will be completed indicating the completion date as stated on the Proposal Form.

The Work to be performed under this Contract shall be commenced and substantially completed by the date as stated on the Proposal Form, or by such dates thereafter as may be established in any written extensions granted under Article 8 of the General Conditions. The parties hereto agree that time is of the essence of this contract and that the pecuniary damages which would be suffered by the Owner, if the Contractor does not complete all work called for in the contract documents by the specified date, are in their very nature difficult of ascertainment.

It is therefore expressly agreed as a part of the consideration inducing the Owner to execute this contract that the Owner may deduct from the final payment made to the Contractor a sum equal to $1,000.00 per calendar day for each and every calendar day beyond the agreed date which the Contractor shall require for Substantial Completion of the work included in this contract. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the work is not completed within the agreed time, or within the legally extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damage being caused by additional compensation to personnel, for loss of interest on money and other miscellaneous increased costs, all of which are difficult of exact ascertainment.

Any disruption, all or in part, of Owner's use of the existing facilities or newly completed facilities, unless as agreed to beforehand or as terms of this contract, will also be subject to a sum equal to $500.00 per calendar day for liquidated damages until the said disruption is rectified and use of the facility is returned to the Owner in it's previous condition.

Failure to complete and close-out project 60 days after Substantial Completion will result in liquidated damages being assessed in the amount of $500.00 per calendar day until close-out occurs.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

*Add Section **9.1.1.1** as follows:*

§ 9.1.1.1 The Owner is exempt from payment of Texas State Sales Tax on materials required for the Work. Therefore, to comply with the law, the Contract Sum shall be broken down into the amount of cost for labor and the amount of cost for materials. This breakdown shall be provided by the Contractor within ten (10) days of award of Contract.

§ 9.2 Schedule of Values

Add the following Sections:

§ 9.2.1 General Contractor's cost for Contractor's fee, bonds and insurance, General Conditions, etc., shall be listed as individual line items.

§ 9.2.2 Schedule of Values shall break each line into materials and labor. Once approved by the Owner and Architect, it shall be used as basis for reviewing Application for Payment but not be taken as evidence of market or other value.

§ 9.2.3 Contractor's cost for various construction items shall be detailed. For example, concrete work shall be subdivided into footings, grade beams, floor slabs, paving, etc. These subdivisions shall appear as individual line items.

§ 9.2.4 On major subcontracts, such as mechanical, electrical, and plumbing, the Schedule shall indicated line items and amounts in detail, (for example; underground, major equipment, fixtures, installation of fixtures, start up, etc.).

§ 9.2.5 Costs for subcontract work shall be listed without any addition of General Contractor's costs for overhead, profit or supervision.

§ 9.2.6 The Contractor shall include a value for the coordination documents/drawings on the schedule of values.

§ 9.2.7 The Contractor shall include a value for the correction of deficiencies noted by the Commissioning Agent and the Test, Adjust and Balance consultant on the schedule of values for each sub-contractor subject to commissioning and test, adjust and balance requirements.

§ 9.3 Applications for Payment

*Delete Sections **9.3.1** and **9.3.2** in their entirety and replace them with the following:*

§ 9.3.1 No later than 3 working days prior to the first Wednesday of each month, submit an itemized Application for Payment, supported by such data sustaining the Contractor's right to payment as the Owner or Architect may require, and reflecting retainage, as provided elsewhere in the Construction Documents. Information on the form shall be divided into the same last day of the month preceding, which shall also be the basis of payment or as agreed by the Owner, Contractor and Architect by verification at the site, prior to submittal.

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

§ 9.3.2 Payments will be made on account of materials or equipment 1) incorporated in the Work; 2) suitably stored at the site; or 3) suitably stored at some off-site location, provided the following conditions are met for off-site storage:

- **.1** The location must be agreed to, in writing, by the Owner and Surety.
- **.2** The location must be a bonded warehouse.
- **.3** Surety must agree, in writing, to each request for payment.
- **.4** The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the offsite storage area for confirmation.

Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance (naming the Owner as insured) and transportation to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

The Contractor acknowledges that the review of materials and/or equipment stored off the side is an additional service of the Architect, and the Contractor shall be charged for that service. The cost for such service will be established by the Architect and is not subject to appeal.

*Add Section **9.3.4** as follows:*

§ 9.3.4 The Contractor shall submit requests for payment in quadruplicate, using AIA Document G702, Application and Certificate of Payment, as the cover sheet. Continuation sheets showing in detail the amounts requested, etc., shall be submitted using AIA Document G703, Continuation Sheet, or a computerized version of these documents previously approved for use. The information provided on the continuation sheets in the Description of the Work and Scheduled Values columns shall match the corresponding information shown on the approved Schedule of Values. All blank spaces on AIA Document G702, Application and Certificate of Payment, must be completed and the signatures of the Contractor and Notary Public shall be original on each form. By submitting his application for payment, the Contractor certifies that the individual signing the application is authorized to do so.

§ 9.7 Failure of Payment

Delete the phrase "or awarded by binding dispute resolution." Replace all references to "seven days" to "ten days."

§ 9.8 Substantial Completion

*At Section **9.8.2**, add the following sentence at the end:*

Should the Architect determine that the Contractor's List of Items to be Completed or Corrected lacks sufficient detail or requires extensive supplementation, the list will be returned to the Contractor for revision, and inspection for determining the Date of Substantial Completion will be delayed until the List submitted is a reasonable representation of the work to be done.

*Add Sections **9.8.6** and **9.8.7** as follows:*

§ 9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met:

.1 All inspections by governmental authorities having jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect.

.2 All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

The following items are a partial specific list of requirements, as applicable to the Project, that must be completed prior to established Substantial Completion.

1. All fire alarm system components must be completed and demonstrated to the Owner.
2. Local fire marshal approval certificate, or similar Certificate of Occupancy from the governing agency, must be delivered to the Owner.
3. All exterior clean-up and landscaping must be complete.
4. All final interior clean-up must be complete.
5. All HVAC air and water balancing must be complete.
6. All required commissioning must be complete.
7. All Energy Management Systems must be complete and fully operational and demonstrated to the Owner.
8. All communications equipment, telephone system, and P.A. systems must be complete and demonstrated to the Owner.
9. All final lockset cores must be installed and all final Owner directed keying completed.
10. All room plaques and exterior signage must be completed.
11. All Owner demonstrations must be completed including kitchen equipment, HVAC equipment, plumbing equipment, and electrical equipment.
12. A final certificate of occupancy must be signed by the Contractor and delivered to the Owner.

§ 9.8.7 After the date of Substantial Completion of the Project is evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of time within which to correct all deficiencies attached to the Certificate of Substantial Completion as outlined in Section 8.3.4 of these supplementary conditions. Failure of the Contractor to complete such corrections within the stipulated time will be reported to the contractor's surety. In this report, the Contractor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Article 14.2.

.1 Should corrective work following Substantial Completion require more than one reinspection after notification by the Contractor that corrections are complete, the cost of subsequent inspections may also be deducted from the Contract funds remaining unpaid to the Contractor.

§ 9.10 Final Completion and Final Payment

*Add Section **9.10.6** as follows:*

§ 9.10.6 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty-one (31) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, all Contract Close Out Documents have been submitted, reviewed and approved by the Architect and Owner, and the Final Certificate for Payment has been issued by the Architect. The final payment will not be made until all of these conditions have been satisfied.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

*Add Sections **10.2.9** and **10.2.10** as follows:*

§ 10.2.9 The performance of the foregoing services by the Contractor shall not relieve the Subcontractors of their responsibilities for the safety of persons and property and for compliance with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to the conduct of the Work.

§ 10.2.10 The Contractor shall be responsible for taking all precautions necessary to protect the Work in place from any foreseeable weather conditions which could cause any potential damage to portions or all Work in place. The Contractor shall be responsible for performing all repairs and/or replacement of any Work that results from foreseeable weather conditions, with no extension to the Contract Time or Contract Sum.

§ 10.3 Hazardous Materials

*Delete the text of Section **10.3.1** in its entirety and substitute the following:*

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. The Owner, Contractor and Architect shall then proceed in the same manner described in section 10.3.2.

*Delete the text of Sections **10.3.3**, **10.3.4** and **10.3.5** in their entirety.*

*Delete the text of Section **10.3.6** in its entirely and substitute the following:*

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a governmental agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all costs and expenses thereby incurred, but only to the extent provided by law.

*Add Section **10.3.7** as follows:*

§ 10.3.7 As part of the construction contract close out process, and prior to receiving payment of any of the retainage, the Contractor and his subcontractors shall submit notarized statements pertaining to the above referenced hazardous materials.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor’s Liability Insurance

Contractor's Liability Insurance: Insurance described in Paragraph 11.1 of AIA Document A201, 1997 Edition, shall be for the following minimum limits:

Worker's Compensation Insurance Coverage

Definitions:

Certificate of coverage (“Certificate”) - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers’ compensation insurance coverage for the person’s or entity’s employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor’s/person’s work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project (“subcontractor” in Texas Labor Code 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project. “Services” shall include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011 (44) for all employees of the contractor providing services on the project for the duration of the project.

2. The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

3. If the coverage period shown on the contractor’s current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing the coverage has been extended.

4. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

a. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on a project; and

b. no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

5. The contractor shall retain all required certificates of coverage for the duration of the project and one year thereafter.

6. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

7. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

8. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

a. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;

b. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

c. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

d. obtain from each other person with whom it contracts, and provide to the contractor:

1) a certificate of coverage, prior to the other person beginning work on the project; and

2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

e. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

f. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provisions of coverage of any person providing services on the project; and

g. contractually require each person with whom it contracts to perform as required by paragraphs a - g, with the certificates of coverage to be provided to the person for whom they are providing services.

9. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

10. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

11. The Contractor shall post the following language:

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirements for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

B.	Comprehensive General Liability	Minimum Limits
	Bodily Injury	$1,000,000/occurrence $1,000,000/aggregate, products & completed operations $1,000,000/occurrence $1,000,000/aggregate

Or

$1,000,000 combined single limit for BI & PD

Coverage shall include

1. Premises - Operations;
2. Contractor's Protective Liability (if any work sublet);
3. Contractual Liability to cover indemnity agreement of "Hold Harmless" clause in contract;
4. Property Damage Liability insurance shall include coverage for the following hazards:
   a. Damage to completed or partially completed work.
5. Personal Injury Liability in a minimum limit of $500,000 with employment exclusion deleted;
6. Broad Form C G L Endorsement shall be included:
7. Waiver of Subrogation Endorsement shall be included in favor of Owner/Agents;
8. Thirty day notice of cancellation or material change endorsement in favor of, Owner/Agents.
9. The Owner to be named as additional insured on Contractor's policy.
10. The Owner shall be named additional insured on the Contractor's policy as to the subject job.

C.	Comprehensive Automobile Liability	Minimum
	Bodily Injury	$500,000/person $1,000,000/occurrence
	Property Damage	$1,000,000/occurrence

Or

$1,000,000 combined single limit for BI & PH.

Coverage Shall Include

1. All owned, hired and non-owned autos of the Contractor;
2. Waiver of subrogation Endorsement in favor of Owner/Agents;
3. Thirty day notice of cancellation of material change endorsement in favor of Owner/Agents;

4. Owner/Agents to be named as additional insured on Contractor's policy.

D. Umbrella Liability — Minimum Limits

$1,000,000/occurrence
$1,000,000/aggregate

Coverage Shall Include:

1. Waiver of Subrogation Endorsement in favor of Owner/Agents;
2. Thirty day notice of cancellation or material change endorsement in favor of Owner/Agents;
3. Owner/Agents to be named as additional insured on Contractor's policy.

§ 11.1.3.2 Property Insurance: The Contractor purchase insurance described in Article 11 of AIA Document A201, 2017 Edition, to the full amount of the contract, with the Owner as an additional insured.

§ 11.1.3.3 Waivers of Subrogation: Shall be to the benefit of Owner or its agents, only and the respective policies listed in Article 11 shall be endorsed accordingly.

§ 11.1.3.4 Certificate of Insurance: The Contractor shall furnish the Owner, Certificates of Insurance showing evidence of coverages required above, prior to beginning construction under this contract. Such certificates shall indicate that policies will not be reduced or canceled without thirty days prior notice to Owner. The required insurance must be written by a company licensed to do business in the State of Texas at the time the policy is issued. The insurance company must be acceptable to the Owner and said insurance companies must have a rating in the current Best's of at least A:XIII.

§ 11.1.3.5 Indemnification: Contractor assumes the entire responsibility and liability and will indemnify and hold Owner harmless, its agents, servants and employees from and against any and all losses, expenses, demands and claims of whatsoever character that may be claimed or asserted to suit brought against Owner, its agents, servants and employees by any person, firm or corporation, including any employee or officer of Contractor its Subcontractor, on account of an actual or alleged:

Illness, bodily injury, or death occurring to any person whomsoever (including both parties and their respective officers, agents and employees) or arising out of, in connection with, or resulting from the actual or alleged activities of Contractor or any Subcontractor and their respective officers, agents and employees in the performance of the work in accordance with this Agreement. Contractor agrees that the above indemnification and hold harmless applies to, but is not limited to suits, actions or claims arising under the Structural Work Law (4811.Rev. Stat.,

PAR 60-69) Protection of Adjacent Land Owners Act (70 111. Rev. Stat., PAR 10), and any other similar law or statute of any other state.

Contractor further agrees to indemnify, protect and defend Owner against any claim asserted, or suit brought against Owner by virtue of the action of Contractor or any Subcontractor as heretofore set forth and pay judgment rendered in any such action(s); provided, however that Owner shall have the right if it so elects to participate at its own expense in the defense of any such claims or suit, but participation shall not operate to affect Contractor's liability and obligations hereunder.>

ARTICLE 13 MISCELLANEOUS PROVISIONS

Per Texas Education Code, Section 22.0834, Section 13.8 applies to projects for school districts, open-enrollment charter schools or shared services arrangements.

*Add Sections **13.7** and **13.8** as follows:*

§ 13.7 Equal Opportunity

§ 13.7.1 The contractor shall maintain policies of employment as follows:

.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion 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.

§ 13.8 Criminal Background Checks

The Contractor/Subcontractor shall certify the Criminal Background Check on the form included herein, as required by Texas Education Code Section 22.0834 and Texas Administrative Code Section 153.1101 and 153.1117, and shall comply with all requirements of such laws and policy.

§ 13.9 Compliance with Texas Government Code 552.372

The contractor or vendor agrees the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of Section 552.372 of the Texas Government Code, including the preservation of all "contracting information" (as defined in Section 552.003) and the provision, upon request of the governmental entity with whom they are contracting, of all contracting information. Contracting information includes, but is not limited to, records, communications, and other documents related to the bid process, contract, payments, receipts, scope of work/services, and performance.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1.3 If one of the reasons described in Section 14.4.1 or 14.4.2 exists, the Contractor may, upon seven day's written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed as of the date of the notice, plus costs of demobilization.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.3 In the case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed up to date of receipt of the notice of termination, plus costs of demobilization.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner, Architect, and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Nothing herein shall require the Owner to make or file a Claim in order to assess liquidated damages provided for in the Contract Documents.

§ 15.1.3 Notice of Claims

Claims by either party must be initiated within ninety (90) days after occurrence of the event giving rise to such Claim or within ninety (90) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.2 Adverse weather conditions shall not be the basis for a Claim for additional time or additions to the Contract Sum.

§ 15.1.7 Claims for Consequential Damages

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those alleging an error or omission by the Architect or those arising after expiration of the period for correction of the Work, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. If the parties are unable to agree, any claim, dispute or matters

arising out of the contract between the Architect, Owner and Contractor or any combination of those parties shall be submitted to a court of appropriate jurisdiction.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefore; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties, but subject to mediation, if both parties so agree, and subject to legal or equitable proceedings in a court having jurisdiction thereof. It is understood and agreed that, in the event that any dispute, controversy, or conflict arises during the design and construction of the Project or following its completion, the parties hereto will cooperate in good faith, if possible, to resolve the issues without resorting to litigation.

§ 15.2.9 The prevailing party in any judicial proceeding arising from the Contract Documents shall recover its reasonable and necessary attorneys' fees.

§ 15.3 Mediation

§ 15.3.2 The parties may mutually agree to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing unless stayed for a longer period of agreement of the parties or court order.

These Additional Supplementary Conditions are entered into as of the date indicated on the AIA Standard Form of Agreement.

OWNER:	CONTRACTOR:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

SECTION 00 73 43 - WAGE RATE REQUIREMENTS (TEXAS)

GENERAL

REGULATIONS

The following information is from Chapter 2258 Texas Government Code:
Effective March 01, 2016.

2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES.

(a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holidays and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT.

A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

WAGE RATES

Refer to Section 00 73 46 - Wage Determination Schedule for applicable Wage Rates.

END OF SECTION 00 73 43

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SECTION 00 73 46 - WAGE DETERMINATION SCHEDULE

Prevailing Wage Rates - Construction Trades

Bexar County – TX20260231

CLASSIFICATION	HOURLY RATES	FRINGES
Asbestos Worker / Heat & Frost Insulator (Duct, Pipe and Mechanical System Insulation)	$29.50	$8.79
Boilermaker	$33.17	$24.92
Bricklayer	$22.15	---
Carpenter (Acoustical Ceiling Installation Only)	$17.83	---
Carpenter (Form Work Only)	$13.63	---
Carpenter, Excludes Acoustical Ceiling Installation, Drywall Hanging. Form Work, and Metal Stud Installation	$16.86	$4.17
Caulker	$15.00	---
Cement Mason / Concrete Finisher	$22.27	$5.30
Drywall Finisher/Taper	$13.81	---
Drywall Hanger and Metal Stud Installer	$15.18	---
Electrician (Excludes Low Voltage Wiring)	$37.45	$12.19
Electrician (Communication Technician Only)	$37.45	$12.19
Electrician (Low Voltage Wiring Only)	$20.39	$3.04
Elevator Mechanic	$53.40	$38.98
HVAC Mechanic (Electrical Temperature Control Installation and Unit Installation Only)	$38.97	$11.48
Ironworker, Reinforcing	$12.27	---
Ironworker, Ornamental	$28.26	$8.13
Ironworker, Structural	$27.95	$8.03
Laborer: Common or General	$10.75	---
Laborer: Mason Tender - Brick	$11.88	---
Laborer, Mason Tender – Cement/Concrete	$12.00	---
Laborer: Pipelayer	$11.00	---
Laborer: Roof Tearoff	$11.28	---
Laborer: Landscape and Irrigation	$8.00	---
Operator: Backhoe/Excavator/Trackhoe	$15.98	---
Operator: Bobcat/Skid Steer/Skid Loader	$14.00	---
Operator: Bulldozer	$14.00	---

Operator: Drill	$14.50	---

CLASSIFICATION	HOURLY RATES	FRINGES
Operator: Forklift	$12.50	---
Operator: Grader/Blade	$23.00	$5.07
Operator: Loader	$12.79	---
Operator: Mechanic	$18.75	$5.12
Operator: Paver (Asphalt, Aggregate, and Concrete)	$16.03	---
Operator: Roller	$12.00	---
Painter (Brush, Roller, and Spray), Excludes Drywall Finishing/Taping	$13.07	---
Pipefitter (Including HVAC Pipe Installation)	$38.97	$11.48
Plumber (Excludes HVAC Pipe Installation)	$38.97	$11.48
Power Equipment Operator (Cranes)	$39.47	$10.39
Roofer	$12.00	---
Sheet Metal Worker (Excludes HVAC Duct Installation)	$34.10	$16.10
Sheet Metal Worker (HVAC Duct Installation)	$34.10	$16.10
Sprinkler Fitter (Fire Sprinklers)	$38.57	$24.47
Tile Finisher	$11.32	---
Tile Setter	$14.94	---
Truck Driver: Dump Tuck	$12.39	$1.18
Truck Driver: Flatbed Truck	$19.65	$8.57
Truck Driver: Semi-Trailer	$12.50	---
Truck Driver: Water Truck	$12.00	$4.11

SECTION 01 10 00 - SUMMARY

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The provisions of the General Conditions, Supplementary Conditions, Drawings, Specifications, and the Sections included under Division 01 General Requirements and References, are included as a part of this Section as though bound herein.

1.2 SUMMARY

A. Section Includes: Requirements including, but not limited to:
   1. Project information.
   2. Work covered by Contract Documents.
   3. Type of Contract.
   4. Work by Owner.
   5. Work under separate contracts.
   6. Owner-furnished products.
   7. Owner-furnished, Contractor-installed products.
   8. Access to site.
   9. Coordination with occupants.
   10. Work restrictions.
   11. Specification and Drawing conventions.

1.3 PROJECT INFORMATION

A. Project Name: IDEA Eastside - FBE Improvements

B. Project Location:
   1. 2519 Martin Luther King Dr.
   2. San Antonio, Texas 78203

C. Owner: IDEA Public Schools.

D. Architect: PBK Architects, Inc.

E. Additional Project contact information is specified in Section 00 01 03 - Project Directory.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

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

1.5 TYPE OF CONTRACT

A. Project will be constructed under a Competative Sealed Proposal (CSP) contract.

1.6 WORK SEQUENCE

A. The Work shall be completed according to the Project schedule set forth below.

B. Occupancy: The Project may be occupied by the Owner's staff as shown below. If so, the premises will be occupied whether or not the Work is completed, regardless of time extensions (if any).

C. Any Work performed after this date will need to be fully coordinated with the Owner and will be limited to after school hours or on weekends.

1.7 WORK BY OWNER AND UNDER SEPARATE CONTRACTS

A. Cooperate fully with the Owner so Work may be carried out smoothly, without interfering with or delaying the work or work by the Owner. Coordinate the Work with Work performed by the Owner.

B. The Owner reserves the right to let separate contract for Work outside of the scope of this Contract. Cooperate fully with separate contractors so Work on those contracts may be carried

out smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with Work performed under separate contracts.

C. Purchase Contracts: The Owner reserves the right to negotiate purchase contracts with suppliers of material and equipment that may be incorporated into the Work. The Owner will assign these purchase contracts to the Contractor. Include costs for purchasing, receiving, handling, storage if required, and installation of material and equipment in the Contract Sum, unless otherwise indicated.
   1. The Contractor's responsibilities are same as if the Contractor had negotiated purchase contracts, including responsibility to renegotiate purchase and to execute final purchasing agreements.

D. Owner-Furnished, Contractor-Installed Products (OFCI): The Owner will furnish products indicated. The Work includes receiving, unloading, handling, storing, protecting, and installing Owner-furnished products and making building services connections when applicable.

E. Owner-Furnished Products: Coordinate with the Owner.

1.8 ACCESS TO SITE

A. General: The Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

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

C. Use of Site: Limit use of Project site to Work in areas and areas within the Contract limits indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
   1. Limits:
   2. Driveways, Walkways, and Entrances: Keep driveways, parking areas, drop off points, loading areas, and entrances serving premises clear and available to the Owner, the Owner's employees, students, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
      a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
      b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

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

1.9 COORDINATION WITH OCCUPANTS

A. Full Owner-Occupancy: The Owner will occupy site and adjacent building(s) during entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate the Owner's usage. Perform Work to prevent interference with the Owner's day to day operations. Maintain existing exits unless otherwise indicated.
   1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from the Owner and approval of authorities having jurisdiction.
   2. Notify the Owner not less than 72 hours in advance of activities that will affect the Owner's operations.

B. Limited Owner-Occupancy of Completed Areas of Construction: The Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

1. The Architect shall prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to the Owner acceptance of the completed Work.
2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
3. Before limited Owner-occupancy, ensure mechanical and electrical systems are fully operational, and required tests and inspections and start up procedures are successfully completed. On occupancy, the Owner shall operate and maintain mechanical and electrical systems serving occupied portions of Work.
4. Upon occupancy, the Owner shall assume responsibility for maintenance and custodial service for occupied portions of Work.

1.10 WORK RESTRICTIONS

A. Work Restrictions: Comply with restrictions on construction operations. Comply with limitations on use of public streets and with other requirements of Authorities Having Jurisdiction (AHJ).

B. Noise, Vibration, and Odors: Coordinate operations that result in high levels of noise and vibration, odors, or other disruption to Owner-occupancy with the Owner.
   1. Notify the Owner not less than two weeks in advance of proposed disruptive operations.
   2. Obtain the Owner's written permission before proceeding with disruptive operations.

C. Controlled Substances, Firearms, and Explosive Devices: Use of tobacco products, controlled substances, firearms, and explosive devices on the site is not permitted.

D. Employee Identification: Provide identification tags for Contractor personnel working on site. Require personnel to use identification tags at all times.

E. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on site.
   1. Maintain list of approved screened personnel with Owner's Designated Representative (ODR).

1.11 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: Specifications use certain conventions for style of language and intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
   1. Imperative mood and streamlined language are generally used in Specifications. The words "shall," "shall be," or "shall comply with," depending on context, are implied where a colon (:) is used within a sentence or phrase.
   2. Specification requirements are to be performed by the Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of each Specification section.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in Specifications. One or more of the following are used on Drawings to identify materials and products:
   1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
   2. Abbreviations: Materials and products are identified by abbreviations.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01 10 00

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SECTION 01 25 13 - PRODUCT SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The provisions of the General Conditions, Supplementary Conditions, Drawings, Specifications, and the Sections included under Division 01 General Requirements and References, are included as a part of this Section as though bound herein.

1.2 SUMMARY

A. Section Includes:
   1. Specified product compliance, and product quality assurance.
   2. Specific administrative and procedural requirements for handling requests for substitutions made prior to award of Contract.
   3. Requirements for product delivery, storage, and handling.

B. Related Sections
   1. Section 00 21 16 - Instructions to Proposers (CSP): Product options and procedures for submittal of requests for substitutions during the Proposal period.
   2. Section 01 25 13.01 - Request for Substitution Form.
   3. Section 01 40 00 - Quality Requirements.
   4. Section 01 42 16 - Definitions.

1.3 DEFINITIONS

A. Refer to Section 01 42 16 - Definitions for the following terms:
   1. Equipment.
   2. Materials.
   3. Product.

1.4 QUALITY ASSURANCE

A. Source Limitations:
   1. To the fullest extent possible, provide products of the same generic kind, from a single source, for each unit of work.
      a. When it is discovered that specific products are available only from sources that do not or cannot produce an adequate quantity to complete project requirements in a timely manner, consult with the Architect for a determination of which product qualities are most important before proceeding. The Architect will designate those qualities, such as visual, structural, durability, or compatibility, that are most important. When the Architect’s determination has been made, select products from those sources that produce products that possess the most important qualities, to the fullest extent possible.

B. Compatibility of Options:
   1. Compatibility of products is a basic requirement of product selection. When the Contractor is given the option of selecting between two or more products for use on the project, the product selected must be compatible with other products previously selected, even if the products previously selected were also Contractor options. The complete compatibility between the various choices available to the Contractor is not assured by the various requirements of the Contract Documents, but must be provided by the Contractor.

C. Or Equal:
   1. Where the phrase “or equal”, “or equivalent”, “or Architect-approved equal”, or similar phrasing, occurs in the Contract Documents, do not assume that materials, equipment, or methods of construction will be acceptable by the Architect unless the item has been specifically reviewed for this Work by the Architect.
   2. The decision of the Architect shall be final.

D. Where a proposed substitution involves the work of more than one trade, the Contractor shall coordinate the work so as to provide uniformity and consistency and to assure the compatibility of products.

E. Standards: Refer to Section 01 40 00 - Quality Requirements for the applicability of industry standards to the products specified for the Project, and for the acronyms used in the text of the Specification Sections.

1.5 SUBSTITUTIONS OF PRODUCTS

A. Products described in Contract Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution. Materials and equipment named in, and the procedures covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equal or better products provided that same meets the requirements of the specifications and is approved in an Addendum as a substitution prior to the submission of proposals.

B. No substitution will be considered prior to receipt of proposals unless written request for approval has been received by the Architect at least seven days prior to the date for receipt of proposals. Each such request shall include name of the product for which it is to be substituted and a complete description of the proposed substitute including drawings, product information/data sheets, performance and test data, and any other information necessary for an evaluation. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

C. If the Architect approves any proposed substitution prior to receipt of proposals, such approval will be set forth in an Addendum. Offerors shall not rely upon approvals made in any other manner.

D. The Architect and the Owner reserve the right to disapprove the use of any manufacturer who, in their judgment, is unsuitable for use on the Project and that decision will be final.

E. The following are not considered as substitutions:
   1. Revisions to the Contract Documents, when requested by the Owner, the Architect, or any of their consultants, are considered “changes” and not "substitutions."
   2. Specified Contractor-options on products and construction methods included in Contract Documents are choices made available to the Contractor and are not subject to the requirements specified in this Section for substitutions.
   3. Except as otherwise provided in the Contract Documents, the Contractor’s determination of and compliance with governing authorities do not constitute “substitutions” and do not constitute a basis for change orders.

F. The following may be considered as a reason for a request for substitution:
   1. The request is directly related to an “or approved equal” clause or similar language in the Contract Documents.
   2. The specified product or method of construction cannot be provided within the Contract Time in accordance with paragraph below concerning availability of specified items.
   3. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
   4. A substantial advantage is offered to the Owner, in terms of cost, time, energy conservation or other consideration of merit, after deducting offsetting responsibilities the Owner may be required to bear. These additional responsibilities may include such considerations as additional compensation to the Architect for redesign and evaluation services, the increased cost of other work by the Owner or separate contractors, and similar considerations.
   5. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that substitution will overcome the incompatibility.

6. The specified product or method of construction cannot be coordinated with other materials, and where Contractor certifies that the proposed substitution can be coordinated.
7. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.

G. Availability of Specified Items:
1. Verify prior to submittal of Proposal that all specified items will be available in time for installation during orderly and timely progress of the work.
   a. In the event specified items will not be so available, notify the Architect prior to receipt of Proposals. Submit Request for Substitutions in accordance with this section.
   b. The request will not be considered if the product or method cannot be provided as a result of the Contractor's failure to pursue the work promptly or coordinate activities properly.
2. Costs of delays because of non-availability of specified items, when such delays could have been avoided by the Contractor, will be back-charged as necessary and shall not be borne by the Owner.

H. A request constitutes a representation that the Offeror:
1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
2. Will provide same warranty for substitution as for specified product, except when inability to provide specified Warranty is reason for request for substitution as described above.
3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to the Owner.
4. Waives claims for additional costs or time extension which may subsequently become apparent.
5. Will reimburse the Owner and pay for all costs, including the Architect's redesign and evaluation costs resulting from the use of the proposed substitution, or for review or redesign services associated with re-approval by Authorities Having Jurisdiction (AHJ).

I. **No substitutions will be considered after Award of Contract.**

1.6 SUBSTITUTION REQUEST SUBMITTAL

A. Requests for Substitutions:
1. Submit electronic copy of each request for substitution. In each request, identify the product or fabrication or installation method to be replaced by the substitution; include related Specifications Section and Drawing numbers, and complete documentation showing compliance with the requirements for substitutions. Include, as appropriate, with each request, the following information:
   a. Substitution Request Form:
      1) Use 01 25 13.01 - Request for Substitution Form.
      2) Include complete information as required in the Substitution Form. Incomplete information will result in automatic rejection of the substitution request.
   b. Product data, drawings and descriptions of products, fabrication and installation procedures.
   c. Samples, where applicable or requested. Provide three copies.
   d. A detailed comparison of the significant qualities of the proposed substitution with those of the work originally specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

e. Coordination information, including a list of changes or modifications needed by other parts of the work and to construction performed by the Owner and separate contractors that will become necessary to accommodate the proposed substitution.
f. A statement indicating the effect the substitution will have on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
g. Cost information, including a proposal of the net change, if any in the Contract Sum.
h. Certification by the Contractor to the effect that, in the Contractor's opinion, after thorough evaluation, the proposed substitution will result in work that in every significant respect is equal-to or better than the work required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.
i. A statement indicating the Contractor will reimburse the Owner and pay for all costs, including Architect's re-design and evaluation costs resulting from the use of the proposed substitution.
j. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
k. Submittals not requested will not be recognized or processed.

B. Architect's Action:
1. If necessary, the Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. The Architect will notify the Contractor of acceptance or rejection of proposed substitution within fifteen days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
a. Use product specified if the Architect does not issue a decision on use of a proposed substitution within time allocated.

C. Work-Related Submittals:
1. The Contractor's submittal of, and the Architect's acceptance of, Shop Drawings, Product Data, or Samples which are related to work not complying with the Contract Documents, does not constitute an acceptance or valid request for a substitution, nor approval thereof.

1.7 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. General:
1. Deliver, store, and handle products in accordance with manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft. Control to prevent overcrowding of construction spaces or overloading of structure. In particular, coordinate delivery and installation to ensure minimum holding or storage times for items known or recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other sources of loss.
a. Deliver products to the site in the manufacturer's sealed containers or other packaging system, complete with labels intact, and instructions for handling, storage, unpacking, installing, cleaning and protecting.
b. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of product.
c. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
d. Store products at the site or in a bonded and insured off-site storage facility or warehouse in a manner that will facilitate inspection and measurement of quantity or counting of units. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.
e. Store heavy materials away from the project structure or in a manner that will not endanger the supporting construction.

PART 2 PRODUCTS

2.1 SUBSTITUTIONS

A. Condition:
   1. The Contractor’s request for substitution will be received and considered when extensive revisions to Contract Documents are not required, when the proposed changes are in keeping with the general intent of the Contract Documents, when the request is timely, fully documented and properly submitted, and when one or more of the above conditions are satisfied, all as judged and determined by the Architect; otherwise the requests will be returned without action except to record non-compliance with these requirements.

B. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than fifteen days prior to time required for preparation and review of related submittals.
   1. Conditions: The Architect will consider the Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, the Architect will return requests without action, except to record noncompliance with these requirements:
      a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
      b. Substitution request is fully documented and properly submitted.
      c. Requested substitution will not adversely affect the Contractor's construction schedule.
      d. Requested substitution has received necessary approvals of authorities having jurisdiction.
   2. Requested substitution is compatible with other portions of the Work.
      a. Requested substitution has been coordinated with other portions of the Work.
      b. Requested substitution provides specified warranty.
      c. 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.

2.2 GENERAL PRODUCT COMPLIANCE

A. General:
   1. Requirements for individual products are indicated in the Contract Documents; compliance with these requirements is in itself a contract requirement. These requirements may be specified in any one of several different specifying methods, or in any combination of these methods. These methods include the following:
      a. Proprietary/Semi-Proprietary.
      b. Non-Proprietary.
      c. Descriptive.
      d. Performance.
      e. Compliance with Standards, Codes, and Regulations.
   2. Compliance with codes, compliance with graphic details, allowances, and similar provisions of the Contract Documents also have a bearing on the selection process.

B. Procedures for Selecting Products:
   1. The Contractor’s options in selecting products are limited by requirements of the Contract Documents and governing regulations. They are not controlled by industry traditions or procedures experienced by the Contractor on previous construction projects. Required procedures include, but are not limited to the following for the various indicated methods of specifying:
      a. Proprietary and Semi-Proprietary Specification Requirements:
         1) Single Product Name: Where only a single product or manufacturer is named, provide the product indicated, unless the specification indicates the possible

consideration of other products. Advise the Architect before proceeding, when it is discovered that the named product is not a reasonable or feasible solution.

2) Two or More Product Names: Where two or more products or manufacturers are named, provide one 1) of the products named, at Contractor's option. Exclude products that do not comply with specification requirements. Do not provide or offer to provide an unnamed product, unless specification indicates possible consideration of other products. Advise the Architect before proceeding where none of the named products comply with specification requirements, or are not feasible for use. Where products or manufacturers are specified by name, accompanied by the term "or approved equal" or similar language, comply with this Section regarding "substitutions" to obtain approval from Architect for use of an unnamed product.

b. Non-Proprietary Specification Requirements: Where specifications name products or manufacturers that are available and may be submitted for incorporation in the Work, but do not restrict the Contractor to use of these products only, the Contractor may, at their option, use any available product that complies with Contract requirements.

c. Descriptive Specification Requirements: Where the specifications describe a product or assembly generically, in detail, listing the exact characteristics required, but without use of a brand name, provide products or assemblies that provide the characteristics indicated and otherwise comply with Contract requirements.

d. Performance Specification Requirements: Where the specifications require compliance with indicated performance requirements, provide products that comply with the specific performance requirements indicated, and that are recommended by the manufacturer for the application indicated. Manufacturer's recommendations may be contained in published product literature, or by manufacturer's individual certification of performance. General overall performance of a product is implied where product is specified for specific performances.

e. Compliance with Standards, Codes, and Regulations: Where specifications require only compliance with an imposed standard, code, or regulation, the Contractor has option of selecting a product that complies with specification requirements, including standards, codes, and regulations.

f. Visual Matching: Where matching an established sample is required, final judgement of whether a product proposed by the Contractor matches sample satisfactorily will be determined by the Architect. Where there is no product available within specified product category that matches sample satisfactorily and also complies with other specified requirements, comply with provisions of this Section regarding "substitutions" and other Contract Documents for "change orders" for selection of a matching product in another product category, or for non-compliance with specified requirements.

g. Visual Selection: Except as otherwise indicated, where specified product requirements include the phrase "…as selected from the manufacturer's standard colors, patterns, textures…" or similar phrases, the Contractor has option of selecting product and manufacturer, provided selection complies with other specified requirements. The Architect is subsequently responsible for selecting color, pattern, and texture from product line selected by the Contractor.

C. Producer's Statement of Applicability:

1. Where individual specification sections indicate products that require a "Statement of Applicability" from the manufacturer or other producer, submit a written-certified statement from the producer stating that the producer has reviewed the proposed application of the product on the project. This statement shall state that the producer agrees with or does not object to the Architect's specification and the Contractor's selection of the product on the project is suitable and proper.

PART 3 EXECUTION

3.1 INSTALLATION OF PRODUCTS

A. General: Except as otherwise indicated in individual sections of these specifications, comply with the manufacturer's instructions and recommendations for installation of the products in the applications indicated.

B. Anchor each product securely in place, accurately located and aligned with other work.

C. Clean exposed surfaces and protect surfaces as necessary to ensure freedom from damage and deterioration at time of acceptance.

D. Products and assemblies shall be installed complete, in-place, watertight and structurally sound.

3.2 INSTALLATION OF APPROVED SUBSTITUTIONS

A. Coordinate all approved substitutions with adjacent work.

B. Comply with the manufacturer's and/or supplier's instructions and recommendations for installation of the products in the applications indicated.

C. Provide all items required by manufacturer and/or supplier regarding installation, i.e. supplemental supports, anchors, fasteners, painting, etc. whether or not indicated or specified.

END OF SECTION 01 25 13

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SECTION 01 25 13.01 - REQUEST FOR SUBSTITUTION FORM

PROJECT INFORMATION

PROJECT NAME AND NUMBER: _____

CONTRACT AWARD DATE:

_____

TO: _____

SUBSTITUTION REQUESTED BY: _____

REQUEST MADE DURING:

_____ Bidding

_____ Construction Period

CAUSE FOR REQUEST: _____

SUBSTITUTION INFORMATION

SUBMIT IN ACCORDANCE WITH SECTION 01 33 00 - SUBMITTAL PROCEDURES.

1. Technical data, cost, and time information relating to changes to Construction Documents required by proposed substitution.

2. Detailed comparison of proposed substitution and specified product including but not limited to warranty, significant variations, qualifications of manufacturers, and maintenance.

3. Complete technical data, detailed shop drawings, samples, installation procedures, warranty, and substantiating data marked to indicate equivalent quality and performance to that specified. Manufacturer sell sheets are not acceptable submittals.

BASIS OF DESIGN

Specified Manufacturer: _____

Specified Product: _____

Where Specified:

Drawing (Sheet Number and Detail/Schedule): _____

Specification: (Section Number and Paragraph): _____

PROPOSED SUBSTITUTION

We submit for consideration the following manufacturer / product in lieu of the specified item for the above referenced project:

Proposed Manufacturer: _____

Proposed Product: _____

COST AND TIME

Does proposed substitution affect adjacent work, Construction Documents, Cost, Schedule, Quality, or related submittals?

_____ No

_____ Yes

The Contractor is responsible for costs and additional time associated with proposed substitution including costs incurred by the Architect for evaluation of substitution and changes to the documents. Describe costs for changes to design, including engineering and detailing costs caused by requested substitution.

_____

_____

Cost Savings Realized by the Owner ($ US):
_____

WARRANTY

Is warranty for proposed substitution the same as for specified product?

_____ Yes
_____ No
If No, Explain Differences: _____
_____

CONTRACTOR CERTIFICATION:

In making this request for substitution, the Contractor certifies that:

1. Proposed substitution has been thoroughly researched and evaluated and determined as equivalent or superior to specified product or material, will fit into space provided, and is compatible with adjacent materials.
2. Proposed substitution will provide the same or better warranty at no additional cost to the Owner.
3. Cost data is complete and includes related costs under the Contract. Claims for additional costs related to the proposed substitution that may subsequently become apparent are waived.
4. The Contractor shall assume responsibility for delays and costs caused by acceptance proposed substitution, if approved, are accepted by the Contractor unless delays and costs are specifically mentioned and approved in writing by Owner and Architect.
5. The Contractor shall assume liability for performance of the substitution.
6. Installation of the proposed substitution is coordinated with the Work and with changes required to the Work.
7. The Contractor shall reimburse the Owner and the Architect for evaluation and redesign services associated with the substitution request and, when required, for approval by authorities having jurisdiction.

PREVIOUS USE

Has the proposed substitute manufacturer / product been installed on previous PBK Architects, Inc. projects within the past two years?

_____ No
_____ Yes
If Yes, list project(s):
Project: _____
Owner:_____
Contact: _____
Project: _____
Owner: _____
Contact: _____

SUBMITTED BY:

Contractor's Signature: _____
Signature shall be by the individual authorized to legally bind the Contractor to the above terms. Failure to provide legally binding signature will result in retraction of acceptance.

Firm: _____

Telephone: _____ Date: _____

SUBSTITUTION EVALUATION

FOR USE BY ARCHITECT:

___ Accepted ___ Accepted as Noted ___ Not Accepted ___ Received too Late

By: _____ Date: _____

Remarks: _____

_____

FOR USE BY OWNER:

____ Accepted _____ Not Accepted

By: _____ Date: _____

Remarks: _____

_____

END OF SECTION 01 25 13.01

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SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The provisions of the General Conditions, Supplementary Conditions, Drawings, Specifications, and the Sections included under Division 01 General Requirements and References, are included as a part of this Section as though bound herein.

1.2 SUMMARY

A. Section Includes: Administrative and procedural requirements for handling and processing Contract modifications.

B. Related Work:
   1. Section 01 25 13 - Product Substitution Procedures

1.3 MINOR CHANGES IN THE WORK

A. The 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 AIA G710 Architect's Supplemental Instructions.

1.4 PROPOSAL REQUESTS

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

6. Comply with requirements in Section 01 25 13 - Product Substitution Procedures if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use AIA Document AIA G709.

C. The Contractor has 10 business days to submit pricing or submit resubmittal pricing to the Architect after issuance of a Change Proposal Request (CPR) or Change Proposal.

D. Regardless of initiated change request pricing, a fully developed and completed change pricing to be submitted.

1.5 ADMINISTRATIVE CHANGE ORDERS

A. Allowance Adjustment: When an allowance is specified, refer to Section 01 21 00 - Allowances for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
1. Allowance Adjustment: To adjust allowance amounts, base each Change Proposal Request (CPR) on the difference between purchase amount and the allowance, multiplied by final measurement of Work in place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
a. Include installation costs in purchase amount only where indicated as part of the allowance.
b. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
c. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit cost allowances.
d. The Owner reserves the right to establish the quantity of Work in place by independent quantity survey, measure, or count.
2. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or the Contractor's handling, labor, installation, overhead, and profit. Submit claims within 7 days of receipt of the Change Order authorizing work to proceed. The Owner will reject claims submitted later than 7 days after authorization.

1.6 CHANGE ORDER PROCEDURES

A. On the Owner's approval of a Work Changes Proposal Request, Architect will execute a Change Order also requiring signatures of the Owner and the Contractor on AIA Document AIA G701.

1.7 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: The Architect may issue a Construction Change Directive on AIA Document AIA G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive contains a complete description of change in the Work and designates the method 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. 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 01 26 00

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The provisions of the General Conditions, Supplementary Conditions, Drawings, Specifications, and the Sections included under Division 01 General Requirements and References, are included as a part of this Section as though bound herein.

1.2 SUMMARY

A. Section Includes: Administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.3 DEFINITIONS

A. Refer to Section 01 42 16 - Definitions for the following terms:
   1. Schedule of Values.
   2. Pencil Copy.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of the Contractor's construction schedule.
   1. Coordinate line items in Schedule of Values with administrative forms and schedules, including the following:
      a. Application for Payment forms with continuation sheets.
      b. Updated Submittal schedule.
      c. Items required to be indicated as separate activities in updated the Contractor's construction schedule.
   2. Submit Schedule of Values to the Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Application for Payment. The Contractor's standard form or electronic media printout will be considered but must be approved by the Owner.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
   1. Identification: Include the following Project identification on the schedule of values:
      a. Project name and location.
      b. Name of Architect.
      c. Architect's project number.
      d. Contractor's name and address.
      e. Date of submittal.
   2. Arrange schedule of values consistent with format of AIA G703.
   3. Arrange 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. Name of subcontractor.
      d. Name of manufacturer or fabricator.
      e. Name of supplier.
      f. Change Orders (numbers) that affect value.
      g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
         1) Labor.
         2) Materials.
         3) Equipment Rentals.
         4) General Conditions.

(a) Supervisor.
(b) Submittals.
(c) Close-out.
(d) Field Engineering.
(e) Daily Clean-up.
(f) Final Clean-up.

4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide 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.
6. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line item value of unit cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
7. 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.
8. 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. Submit preliminary (pencil) copy of proposed values to the Architect or the Architect's field representative and the Owner for review by 20th day of the month. Allow 48 hours for comments.

B. Once preliminary (pencil) approved, submit electronic copy of notarized originals of each application on AIA G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet for AIA G702 or other similar form approved by the Owner.
   1. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
   2. Submit updated construction or recovery schedule with each Application for Payment.

C. Payment Period: Submit at intervals stipulated in the Agreement in accordance with Section 00 73 00 - Supplementary Conditions.

D. Only materials stored on the project site shall be paid for unless the materials are stored in a bonded warehouse.

E. Substantiating Data: When the Architect requires substantiating information, submit data justifying dollar amounts in question. Items which may be requested by the Architect or Owner to substantiate costs include, but are not limited to the following:
   1. Current Record Documents as specified in Section01 77 00 - Closeout Procedures maintained.
   2. Labor time sheets, purchase orders, or similar documentation.
   3. Affidavits attesting to off-site stored products.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01 29 00

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SECTION 01 29 73 - SCHEDULE OF VALUES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The provisions of the General Conditions, Supplementary Conditions, Drawings, Specifications, and the Sections included under Division 01 General Requirements and References, are included as a part of this Section as though bound herein.

1.2 SUMMARY

A. Section Includes: Administrative and procedural requirements necessary to prepare a Schedule of Values.

1.3 DEFINITIONS

A. Refer to Section 01 42 16 - Definitions for the following terms:
   1. Schedule of Values.

1.4 DESCRIPTION

A. Work Included: Provide a detailed breakdown of the agreed Contract Sum showing values allocated to each of the various parts of the work, as specified herein and in other provisions of the Contract Documents.

B. Coordinate requirements of this Section with the requirements of the General and Supplementary Conditions of the Contract concerning Schedule of Values.

1.5 QUALITY ASSURANCE

A. Use required means to assure arithmetical accuracy of the sums described.

B. When so required by the Owner, provide copies of the subcontracts or other data acceptable to the Owner, substantiating the sums described.

1.6 SUBMITTALS

A. Prior to the first Application for Payment, submit a proposed schedule of values to the Owner, as outlined below:
   1. Meet with the Owner and determine additional data, if any, required to be submitted.
      a. Secure the Owner's approval of the schedule of values prior to submitting first Application for Payment.

1.7 SCHEDULE OF VALUES

A. Schedule of Values shall be broken down into item costs for each specification section as a minimum. After review by Owner, Schedule of Values shall be broken down into further items as required. (See following list and refer to the enclosed sample.). In addition, total each Specification Division separately.

B. Schedule of Values - Items in addition to Specification Sections.
   1. Mobilization.
   2. Clean Up.
   3. Building Permit.
   4. Bonds, Insurance.
   5. Mechanical Accessories.
      a. Demolition.
   6. Rough-In Labor - (Electrical).
   7. Rough-In Material - (Electrical).
   8. Finish Labor - (Electrical).
   9. Finish Material - (Electrical).
   10. Allowances (listed separately).
   11. Record drawings and close-out documents.

12. Submittals listed separately per mechanical, electrical and plumbing.
13. Roof warranty as a line item.
14. Donated items individually itemized at $0.00 (zero dollars).

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 SCHEDULE OF VALUES

A. Refer to following sample.

END OF SECTION 01 29 73

SECTION 01 29 73.01 - SCHEDULE OF VALUES - SAMPLE

Item No.	Description of Work	Scheduled Value	Work Completed		Stored Materials	Total Completed	%	Balance to Finish	Retainage
			Previous App.	This App.					
	Division 1 - General Requirements								
	Site Work General Conditions Supervision								
	Mobilization								
	Bonds & Insurance								
	Permits								
	Contractor's Fee								
	Close-Out Documents								
	Division 1 - Total								
	Division 2 - Existing Conditions								
	Demolition (As applicable)								
	Erosion Control								
	Division 2 - Total								
	Division 3 - Concrete								
	Drill Piers								
	Caps & Beams								
	Slab on Grade								
	Cooling Tower Basin								
	Miscellaneous Building Concrete								
	Floor Sealer								
	Rebar - Labor								
	Rebar - Materials								
	Light Weight Insulation Fill - Materials								
	Light Weight Insulation - Labor								
	Submittals / Close-Out Documents								
	Supervision Clean-up								
	Division 3 - Total								
	Division 4 - Masonry								
	Brickwork - Labor								
	Brickwork - Materials								
	Concrete Masonry - Labor								
	Concrete Masonry - Materials								
	Str. Glazed Tile - Labor								
	Str. Glazed Tile - Materials								
	Submittals / Close-Out Documents								
	Supervision Clean-up								
	Division 4 - Total								
	Division 5 - Metals								
	Structural Steel - Labor								
	Structural Steel - Materials								
	Alternating Stairs								
	Miscellaneous Steel - Materials								
	Steel Joists - Materials								
	Light Gauge Steel Framing - Labor								
	Light Gauge Steel Framing - Materials								
	Metal Decking - Labor								

	Expansion Joint Covers								
	Metal Decking - Materials								
	Detailing								
	Submittals / Close-Out Documents								
	Supervision Clean-up								
	Division 5 - Total								
	Division 6 - Wood & Plastics								
	Rough Carpentry - Labor								
	Rough Carpentry - Materials								
	Millwork - Labor								
	Millwork - Materials								
	Submittals / Close-Out Documents								
	Division 6 - Total								
	Division 7 - Thermal and Moisture Protection								
	Waterproofing / Damp Proofing - Materials								
	Waterproofing / Damp Proofing - Labor								
	Building Insulation - Labor								
	Building Insulation - Materials								
	Fireproofing - Labor								
	Fireproofing Materials								
	Metal Roof - Labor								
	Metal Roof - Materials								
	Metal Roof Guarantee								
	Built-up Roofing - Labor								
	Built-up Roofing - Materials								
	Built-up Roofing Guarantee								
	Roof Accessories								
	Building Sheet Metal - Labor								
	Building Sheet Metal - Materials								
	Bldg. Sheet Metal Guarantee								
	Roof Curbs								
	Roof Hatches								
	Sealants								
	Submittals / Close-Out Documents								
	Supervision Clean-up								
	Division 7 - Total								
	Division 8 - Doors and Frames								
	Finish Carpentry / Door - Labor								
	Finish Hardware - Materials								
	Thresholds & Seals - Materials								
	Hollow Metal Doors & Frames - Materials								
	Plastic Faced Doors - Materials								
	Overhead Doors & Grilles - Labor								
	Overhead Doors & Grilles - Materials								
	Aluminum Entrances & Storefronts - Labor								
	Aluminum Entrances & Store - Materials								
	Aluminum Windows - Labor								

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	Aluminum Windows - Materials								
	Glass & Glazing - Labor								
	Glass & Glazing - Materials								
	Submittals / Close-Out Documents								
	Supervision Clean-up								
	Division 8 - Total								
	Division 9 - Finishes								
	Lath & Plaster - Labor								
	Lath & Plaster - Materials								
	Gypsum Wallboard Systems - Labor								
	Gypsum Wallboard Systems - Materials								
	Ceramic Tile - Labor								
	Ceramic Tile - Materials								
	Quarry Tile - Labor								
	Quarry Tile - Materials								
	Terrazzo - Labor								
	Terrazzo - Materials								
	Acoustic Ceiling. - Labor								
	Acoustic Ceiling - Materials								
	Acoustic Wall Panels								
	Resilient Flooring - Labor								
	Resilient Flooring - Materials								
	Carpet - Labor								
	Carpet - Materials								
	Athletic Flooring - Materials								
	Athletic Flooring - Labor								
	Floor Sealer								
	Painting - Labor								
	Painting - Materials								
	Submittals / Close-Out Documents								
	Supervision Clean-up								
	Division 9 - Total								
	Division 10 - Specialties								
	Visual Display Boards & Tackboards - Materials								
	Visual Display Boards & Tackboards - Labor								
	Toilet Partitions - Labor								
	Toilet Partitions - Materials								
	Louvers								
	Aluminum Flagpole								
	Graphics								
	Lockers								
	Cubicle Curtains & Track								
	Fire Extinguisher Cabinets								
	Demountable Partitions - Labor								
	Demountable Partitions - Materials								
	Shelving								
	Toilet Room Accessories - Materials								

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	Toilet Room Accessories - Labor								
	Submittals / Close-Out Documents								
	Supervision Clean-up								
	Division 10 - Total								
	Division 11 - Equipment Stage Curtains								
	Miscellaneous Appliances								
	Food Service Equipment - Labor								
	Food Service Equipment - Materials								
	Submittals / Close-Out Documents								
	Supervision Clean-up								
	Division 11 - Total								
	Division 12 - Furnishings								
	Horizontal Blinds								
	Projection Screens								
	Casework - Labor								
	Casework - Materials								
	Science Casework - Labor								
	Science Casework - Materials								
	Submittals / Close-Out Documents								
	Supervision Clean-up								
	Division 12 - Total								
	Division 13 - Specialties								
	Stage Curtains and Draperies								
	Music Instrument Storage								
	Bleachers								
	Press Box								
	Pre-engineered Metal Building(s)								
	Stadium Seating								
	Submittals / Close-Out Documents								
	Supervision Clean-up								
	Division 13 - Total								
	Division 14 - Conveying Systems								
	Platform Lifts								
	Elevators								
	Submittals / Close-Out Documents								
	Supervision Clean-up								
	Division 14 - Total								
	Divisions 21 & 22 - Plumbing								
	Shop Drawings As-Builts / Close-Out / O&M Manuals								
	Sanitary Underground - Labor								
	Sanitary Underground - Materials								
	Storm Underground - Labor								
	Storm Underground - Materials								
	Domestic Water - Labor								
	Domestic Water - Materials								
	Plumbing Insulation - Materials								

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	Plumbing Insulation - Labor								
	Gas Piping - Materials								
	Gas Piping - Labor								
	Grease Trap								
	Plumbing Fixtures - Materials								
	Plumbing Fixtures - Labor								
	Coordination Drawings								
	Submittals / Close-Out Documents								
	Supervision Clean-up								
	Divisions 21 & 22 Plumbing - Total								
	Division 23 - Mechanical								
	Shop Drawings								
	As-Builts / Close-Out / O&M Manuals								
	Chillers - Materials								
	Chillers - Labor								
	Cooling Towers - Materials								
	Cooling Towers - Labor								
	Boilers - Materials								
	Boilers - Labor								
	AHU'S - Materials								
	AHU's - Labor								
	Fans - Materials								
	Fans - Labor								
	Grilles - Materials								
	Grilles - Labor								
	Ductwork - Materials								
	Ductwork - Labor								
	Pumps - Materials								
	Pumps - Labor								
	Water Treatment - Labor								
	Water Treatment - Materials								
	Isolation - Labor								
	Isolation - Materials								
	Pipe Flex - Materials								
	Pipe Flex - Labor Connections								
	Sheet Metal - Materials								
	Sheet Metal - Labor								
	Duct Insulation - Materials								
	Duct Insulation - Labor								
	Pipe Insulation - Materials								
	Pipe Insulation - Labor								
	VAV Boxes - Materials								
	VAV Boxes - Labor								
	Refrigerant Monitor - Materials								
	Refrigerant Monitor - Labor								
	Unit Heaters - Materials								
	Unit Heaters - Labor								
	Controls - Materials								

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	Controls - Labor								
	Engineer / Submittals								
	Modules / End Devices								
	Low Voltage Wiring								
	Startup								
	Close-Out Documents								
	Fire Sprinkler								
	Engineer / Submittals								
	Piping Materials								
	Piping - Labor								
	Equipment - Materials								
	Equipment - Labor								
	Trimout - Materials								
	Trimout - Labor								
	Pipe, Valves, and Fittings - Labor								
	Pipe, Valves, and Fittings - Materials								
	Miscellaneous - Materials								
	Insulation - Materials								
	Insulation - Labor								
	Sanitary Above Slab - Labor								
	Sanitary Above Slab - Materials								
	Storm Above Slab - Labor								
	Storm Above Slab - Materials								
	Gas - Labor								
	Gas - Materials								
	Fixtures - Labor								
	Fixtures - Materials								
	Permits								
	Coordination Drawings								
	Submittals / Close-Out Documents								
	Supervision Clean-up								
	Division 23 Mechanical - Total								
	Division 26 - Electrical								
	Mobilization								
	Shop Drawings								
	As-Builts / Close-Out / O&M Manuals								
	Underground								
	Conduit - Labor								
	Conduit - Materials								
	Wire - Labor								
	Wire - Materials								
	Feeder Wire - Labor								
	Feeder Wire - Materials								
	Switches / Receptacles								
	Switchgear - Labor								
	Switchgear - Materials								
	Temporary - Materials								
	Temporary - Labor								

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	Gas Generator - Materials								
	Gas Generator - Labor								
	Fixtures - Labor								
	Fixtures - Materials								
	Communications - Labor								
	Communications - Materials								
	Fire Alarm - Labor								
	Fire Alarm - Materials								
	Security - Labor								
	Security - Materials								
	Low Voltage Lighting Systems - Materials								
	Low Voltage Lighting Systems - Labor								
	Voice System - Materials								
	Voice System - Labor								
	Video System - Materials								
	Video System - Labor								
	Data System - Materials								
	Data System - Labor								
	Master Clock - Materials								
	Master Clock - Labor								
	Coordination Drawings								
	Submittals / Close-Out Documents								
	Supervision Clean-up								
	Division 26 - Total								
	Divisions, 31, 32, and 33 - Earthwork, Exterior Improvements, and Utilities								
	Site Clearing & Grubbing								
	Building Pad - Materials								
	Building Pad - Labor								
	Paving Subgrade								
	Signage / Striping								
	Bike Racks								
	Landscaping - Materials								
	Landscaping - Labor								
	Hydro Mulch - Materials								
	Hydro Mulch - Labor								
	Irrigation - Materials								
	Irrigation - Labor								
	Earthwork								
	Finish Grading								
	Stabilization - Materials								
	Stabilization - Labor								
	Site Drainage - Materials								
	Site Drainage - Labor								
	Chain Link Fence - Materials								
	Chain Link Fence - Labor								
	Paving - Labor								

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	Paving - Materials								
	Sidewalks								
	Submittals / Close-Out Documents								
	Supervision Clean-up								
	Division 31, 32, and 33 - Total								
	General Conditions								
	Mobilization								
	Temporary Facilities								
	Final Cleaning								
	Record Documents / Close-out / O&M Manuals								
	Supervision								
	Permits								
	Bonds								
	Insurance								
	Allowances								
	Alternates (list)								
	Change Orders								
	A. PR#								
	B. PR#								
	C. PR#								

END OF SECTION 01 29 73.01

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SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The provisions of the General Conditions, Supplementary Conditions, Drawings, Specifications, and the Sections included under Division 01 General Requirements and References, are included as a part of this Section as though bound herein.

1.2 SUMMARY

A. Section Includes: Administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
   1. General coordination procedures.
   2. Coordination drawings.
   3. Pre-install meetings.

B. Each trade shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific trade.

C. The Contractor shall make a reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. Requests for Information (RFIs) will be permitted from the Contractor. The Contractor shall arrange necessary meetings in the field with appropriate Architect's field representative(s) to obtain clarification as needed on items that may need interpretation.

1.3 SUBMITTALS

A. 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.

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
   1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.4 COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations to ensure efficient and orderly installation of each part of the Work. Coordinate operations included in different Sections which depend on each other for proper installation, connection, and operation.
   1. Schedule construction operations in sequence required to obtain best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
   2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.

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

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. 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. Preinstallation conferences.
   7. Project closeout activities.
   8. Startup and adjustment of systems.
   9. Coordinating inspections and other jurisdictional requirements.
   10. Coordinate OFCI equipment.
   11. Action items and issue logs.

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
   1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to the Specifications Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
   1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
      a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
      b. Coordinate the addition of trade specific information to the coordination drawings by multiple Contractors in sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
      c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
      d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
      e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
      f. Indicate required installation sequences.
      g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings:
   1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of

visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.

2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures, ductwork, piping, and other components.
3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire protection, fire-alarm, and electrical equipment.
4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
6. Mechanical and Plumbing Work: Show the following:
    a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
    b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
    c. Fire-rated enclosures around ductwork.
7. Electrical Work: Show the following:
    a. Runs of vertical and horizontal conduit 1-1/4 inches (32 mm) in diameter and larger.
    b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire alarm locations.
    c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
    d. Location of pull boxes and junction boxes, dimensioned from column center lines.
    e. Floor boxes.
8. Fire Protection System: Show the following:
    a. Locations of standpipes, mains piping, branch lines, pipe drops, sprinkler heads, and inspector test locations.
9. IDF/MDF Rooms: Communications and low voltage (security, data, phone, etc.) audio.
10. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make changes as directed and resubmit.
11. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Section 01 33 00 - Submittal Procedures.

C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
    1. File Preparation Format: Same digital data software program, version, and operating system as original Drawings.
    2. File Submittal Format: Submit or post coordination drawing files using format same as file preparation format.
    3. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
        a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
        b. Digital Data Software Program: Drawings are available in Revit.
        c. Contractor shall execute a data licensing agreement in the form of AIA Document AIA C106.

1.6 PROJECT MEETINGS

A. Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
   1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
   2. Agenda: Architect to prepare the meeting agenda and distribute the agenda to all invited attendees.
   3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
   4. Action Items: An element of work, design, research, or other task to be completed before a specific date or time, such as before a subsequent meeting of involved parties.
   5. Issue logs: Documentation element of software project management and contains a list of ongoing and closed issues of the project.

B. Kick-off & Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect.
   1. Conduct the conference to review responsibilities and personnel assignments.
   2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
   3. Agenda: Discuss items of significance that affect progress.
   4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
   5. Action Items: An element of work, design, research, or other task to be completed before a specific date or time, such as before a subsequent meeting of involved parties.

C. Preinstallation Conferences: Conduct a preinstallation trade conference at site before each construction activity that requires coordination with other construction trades.
   1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
   2. Agenda: Contractor to review progress of other construction activities and preparations for the particular activity under consideration.
   3. Contractor to record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
   4. Reporting: Contractor to distribute minutes of the meeting to each party present and to other parties requiring information.
   5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
   6. Action Items: An element of work, design, research, or other task to be completed before a specific date or time, such as before a subsequent meeting of involved parties.

D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 90 days prior to the scheduled date of Substantial Completion.
   1. Conduct the conference to review requirements and responsibilities related to Substantial Completion.
   2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned

parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

3. Agenda: Discuss items of significance that could affect or delay Project closeout.
4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
5. Action Items: An element of work, design, research, or other task to be completed before a specific date or time, such as before a subsequent meeting of involved parties.

E. Progress Meetings: Conduct progress meetings at weekly intervals.
   1. Coordinate dates of meetings with preparation of payment requests.
   2. Attendees: In addition to representatives of Owner and Architect, each Contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
   3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
      a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
   4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
      a. 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.
      b. Six (6) week look-ahead schedules.
   5. Action Items: An element of work, design, research, or other task to be completed before a specific date or time, such as before a subsequent meeting of involved parties.

F. Coordination Meetings: Conduct coordination meetings at weekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
   1. Attendees: In addition to representatives of Owner and Architect, each Contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
   2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
      a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined 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.
      b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
      c. Review present and future needs of each Contractor present.

3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.
4. Action Items: An element of work, design, research, or other task to be completed before a specific date or time, such as before a subsequent meeting of involved parties.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01 31 00

SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The provisions of the General Conditions, Supplementary Conditions, Drawings, Specifications, and the Sections included under Division 01 General Requirements and References, are included as a part of this Section as though bound herein.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
   1. Startup schedule.
   2. Contractor's construction schedule.
   3. Construction schedule updating reports.
   4. Daily construction reports.
   5. Material location reports.
   6. Site condition reports.
   7. Special reports.

1.3 DEFINITIONS

A. Refer to Section 01 42 16 - Definitions for the following terms:
   1. Activity.
      a. Critical Activity.
      b. Predecessor Activity.
      c. Successor Activity.
   2. Cost Loading.
   3. Critical Path.
   4. Critical Path Method (CPM).
   5. Float.
   6. Look-Ahead Schedule.
   7. Milestones.
   8. Recovery Schedule.
   9. Resource Loading.

1.4 SUBMITTALS

A. Submittal Format: Submit required submittals in the following format:
   1. Working electronic copy of schedule file, where indicated.
   2. PDF electronic file.

B. Startup Diagram: Of size necessary to display entire network for entire construction period; show logic relationship ties for all activities

C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
   1. Submit a working electronic copy of schedule, labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.

D. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
   1. Activity Report: List of activities sorted by activity number and then early start date, or actual start date if known.
   2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.

3. Total Float Report: List of all activities sorted in ascending order of total float.
4. Earnings Report: Compilation of Contractor's total earnings from commencement of the Work until most recent Application for Payment.

E. Construction Schedule Updating Reports: Submit with Applications for Payment.

F. Daily Construction Reports: Submit at monthly intervals.

G. Material Location Reports: Submit at monthly intervals.

H. Site Condition Reports: Submit at time of discovery of differing conditions.

I. Special Reports: Submit at time of unusual event.

1.5 QUALITY ASSURANCE

A. Pre-Scheduling Conference: Conduct conference at site. Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:
1. Review software limitations and content and format for reports.
2. Verify availability of qualified personnel needed to develop and update schedule.
3. Discuss constraints, including phasing, Work stages, area separations, interim milestones, and partial Owner occupancy.
4. Review delivery dates for Owner furnished products.
5. Review schedule for Work of Owner's separate contracts, if any.
6. Review submittal requirements and procedures.
7. Review time required for review of submittals and re-submittals.
8. Review requirements for tests and inspections by independent testing and inspecting agencies.
9. Review time required for Project closeout and Owner startup procedures.
10. Review and finalize list of construction activities to be included in schedule.
11. Review procedures for updating schedule.

1.6 COORDINATION

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

PART 2 PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Time is of the essence to the Owner. Commence Work immediately upon issuance of the Notice to Proceed. There is a critical need for the Work to be substantially complete within the time frame identified in the Agreement.

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

C. Activities: Treat each separate area or story as a separate numbered activity for each main element of the Work. Comply with the following:
1. Activity Duration: Define activities in terms of number of days anticipated.
2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule.

Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

3. Submittal Review Time: Include review and re-submittal times indicated in Section 01 33 00 - Submittal Procedures in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
4. Startup and Testing Time: Include number of days anticipated for startup and testing.
5. Substantial Completion: Indicate completion of all conditions as in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
6. Punch List and Final Completion: Include a maximum of 30 days for completion of punch list items and final completion.
7. Inspections required by Authorities Having Jurisdiction (AHJ).

D. Constraints: Include constraints and Work restrictions indicated in the Contract Documents and show how the sequence of the Work is affected.
   1. Work Restrictions: Show the effect of the following items on the schedule:
      a. Coordination with existing construction.
      b. Limitations of continued occupancies.
      c. Uninterruptible services.
      d. Partial occupancy before Substantial Completion.
      e. Use of premises restrictions.
      f. Provisions for future construction.
      g. Seasonal variations.
      h. Environmental control.
      i. Rain days are to be included in project schedule; refer to Section 01 10 00 - Summary for additional weather information.
   2. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
      a. Submittals.
      b. Mockups.
      c. Fabrication.
      d. Installation.
      e. Tests and inspections.
      f. Adjusting.
      g. Curing.

E. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.

F. Six (6) week, lookahead schedule: Prepare schedule indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
   1. Unresolved issues.
   2. Unanswered Requests for Information.
   3. Rejected or unreturned submittals.
   4. Notations on returned submittals.
   5. Pending modifications affecting the Work and Contract Time.
   6. Inspections by Authorities Having Jurisdiction (AHJ).
   7. Trade pre-installation conference.

G. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

H. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

I. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time impact analysis to demonstrate the effect of the proposed change on the overall project schedule.

J. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
   1. Identification of activities that have changed.
   2. Changes in early and late start dates.
   3. Changes in early and late finish dates.
   4. Changes in activity durations in workdays.
   5. Changes in the critical path.
   6. Changes in total float or slack time.
   7. Changes in the Contract Time.

2.2 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording information concerning events at the site and submit each month to Architect:
   1. List of subcontractors at Project site.
   2. List of separate contractors at Project site.
   3. Approximate count of personnel at Project site.
   4. Rental equipment at Project site.
   5. Material deliveries.
   6. High and low temperatures and general weather conditions, including presence of rain or snow.
   7. Accidents.
   8. Meetings and significant decisions.
   9. Unusual events (see special reports).
   10. Stoppages, delays, shortages, and losses.
   11. Meter readings and similar recordings.
   12. Emergency procedures.
   13. Orders and requests of Authorities Having Jurisdiction (AHJ).
   14. Change Orders received and implemented.
   15. Construction Change Directives received and implemented.
   16. Services connected and disconnected.
   17. Equipment or system tests and startups.
   18. Partial completions and occupancies.
   19. Substantial Completions authorized.

B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:
   1. Material stored prior to previous report and remaining in storage.
   2. Material stored prior to previous report and since removed from storage and installed.
   3. Material stored following previous report and remaining in storage.

C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report and contact Architect Field Representative. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents to Architect Field Representative.

D. Special Reports: Submit special reports directly to OwnerOwner within 24 hours of an occurrence. Distribute copies of report to parties affected by the occurrence.
   1. Reporting Unusual Events: When an event of an unusual and significant nature occurs at site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, and response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner and Architect in advance when these events are known or predictable.

PART 3 EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule with a pencil copy of pay application.
   1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
   2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
   3. As the Work progresses, indicate final completion percentage for each activity.

B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and interested parties identified by Contractor with a need to know schedule responsibility.
   1. Post copies in Project meeting rooms and temporary field offices.
   2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01 32 00

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SECTION 01 32 33 - PHOTOGRAPHIC DOCUMENTATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The provisions of the General Conditions, Supplementary Conditions, Drawings, Specifications, and the Sections included under Division 01 General Requirements and References, are included as a part of this Section as though bound herein.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:
   1. Preconstruction photographs.
   2. Periodic construction photographs.
   3. Final completion construction photographs.

1.3 SUBMITTALS

A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph or video recording. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.

B. Digital Photographs: Submit image files within three days of taking photographs.
   1. Digital Camera: Minimum sensor resolution of 8 megapixels.
   2. Format: Minimum 3200 by 2400 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph, accompanied by key plan file.
   3. Identification: Provide the following information with each image description in file metadata tag:
      a. Name of Project.
      b. Name and contact information for photographer.
      c. Name of Architect.
      d. Name of Contractor.
      e. Date photograph was taken.
      f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
      g. Unique sequential identifier keyed to accompanying key plan.

C. Construction Photographs: Submit two prints of each photographic view within seven days of taking photographs.
   1. Format: 8 by 10 inches (203 by 254 mm) smooth surface matte prints on single weight, commercial grade photographic paper; mounted on card stock to allow a 1 inch (25 mm) wide margin punched for standard three-ring binder.
   2. Identification: On back of each print, provide an applied label or rubber-stamped impression with the following information:
      a. Name of Project.
      b. Name and contact information for photographer.
      c. Name of Architect.
      d. Name of Contractor.
      e. Date photograph was taken if not date stamped by camera.
      f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
      g. Unique sequential identifier keyed to accompanying key plan.

D. Construction Photographs: Each photographic view within seven days of taking photographs.
   1. Format: Electronic (PDF, Word, or Excel)
   2. Identification: Provide the following information:
      a. Name of Project.

b. Name and contact information for photographer.
c. Name of Architect.
d. Name of Contractor.
e. Date photograph was taken if not date stamped by camera.
f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
g. Unique sequential identifier keyed to accompanying key plan.

1.4 QUALITY ASSURANCE

A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.

1.5 USAGE RIGHTS

A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

PART 2 PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 8 megapixels, and at an image resolution of not less than 3200 by 2400 pixels.

PART 3 EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

A. Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
   1. Maintain key plan with each set of construction photographs that identifies each photographic location.

B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image editing software.
   1. Date and Time: Include date and time in file name for each image.
   2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to the Architect.

C. Pre-Construction Photographs: Before commencement of the Work, take photographs of site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by the Architect.
   1. Flag construction limits before taking construction photographs.
   2. Take minimum of 20 photographs to show existing conditions adjacent to property before starting the Work.
   3. Take minimum of 20 photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
   4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.

D. Periodic Construction Photographs: Take minimum of 20 photographs monthly, coinciding with cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

E. Architect Directed Construction Photographs: From time to time, the Architect will instruct photographer about number and frequency of photographs and general directions on vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.

F. Time Lapse Sequence Construction Photographs: Take minimum of 20 photographs as indicated, to show status of construction and progress since last photographs were taken.

1. Frequency: Take photographs monthly, coinciding with the cutoff date associated with each Application for Payment.
2. Vantage Points: Following suggestions by the Architect and the Contractor, photographer to select vantage points. During each of the following construction phases, take not less than two of the required shots from same vantage point each time to create a time lapse sequence.
    a. Commencement of the Work, through completion of subgrade construction.
    b. Above grade structural framing.
    c. Exterior building enclosure.
    d. Interior Work, through date of Substantial Completion.

G. Final Completion Construction Photographs: Take minimum of 20 color photographs after date of Substantial Completion for submission as project record documents. Architect will inform photographer of desired vantage points.
    1. Do not include date stamp.

H. Additional Photographs: The Architect may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.
    1. Three days' notice will be given, where feasible.
    2. In emergency situations, take additional photographs within 24 hours of request.
    3. Circumstances that could require additional photographs include, but are not limited to, the following:
        a. Special events planned at Project site.
        b. Immediate follow up when on site events result in construction damage or losses.
        c. Take photographs at fabrication locations away from site.
        d. Substantial Completion of a major phase or component of the Work.
        e. Extra record photographs at time of final acceptance.
        f. Owner's request for special publicity photographs.

END OF SECTION 01 32 33

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SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The provisions of the General Conditions, Supplementary Conditions, Drawings, Specifications, and the Sections included under Division 01 General Requirements and References, are included as a part of this Section as though bound herein.

1.2 SUMMARY

A. Section Includes: Requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

1.3 DEFINITIONS

A. Refer to Section 01 42 16 - Definitions for the following terms:
   1. Submittals.
   2. File Transfer Protocol (FTP).
   3. Portable Document Format (PDF).

1.4 SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by date required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
   1. Coordinate submittal schedule with list of subcontracts, schedule of values, and the Contractor's construction schedule.
   2. Initial Submittal: Submit concurrently with construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
   3. Final Submittal: Submit concurrently with the first complete submittal of the Contractor's construction schedule. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. The Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by the Architect for the Contractor's use in preparing submittals.
   1. Upon request, the Architect will furnish the Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.
      a. The Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
      b. Digital Drawing Software Program: Contract Drawings are available in Revit.
      c. The Contractor shall execute a data licensing agreement in the form of AIA Document AIA C106, Digital Data Licensing Agreement.
      d. The following digital data files will by furnished for each appropriate discipline:
         1) Floor plans.
         2) Reflected ceiling plans.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
   1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
   2. Submit submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.

3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals. Time for review shall commence on the 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 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required.the Architect will advise the Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process in same manner as initial submittal.
3. Resubmittal Review: Allow 10 days for review of each resubmittal.
4. Sequential Review: Where sequential review of submittals by the Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to the Architect and to the Architect's consultants, allow 10) days for review of each submittal. Submittal will be returned to the Architect before being returned to the Contractor.

D. Electronic Submittals: Identify and incorporate information in each electronic submittal file:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier:
    a. File name shall use Project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., SLOHSM-06 10 00.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., SLOHSM-06 10 00.01.A).
3. Provide means for insertion to permanently record the Contractor's review and approval markings and action taken by the Architect.
4. Transmittal Form for Electronic Submittals: Use software generated form from electronic project management software acceptable to the Owner, containing the following information:
    a. Project name.
    b. Name and address of the Architect.
    c. Name of the Contractor.
    d. Name of firm or entity that prepared submittal.
    e. Names of subcontractor, manufacturer, and supplier.
    f. Category and type of submittal.
    g. Submittal purpose and description.
    h. Specification Section number and title.
    i. Specification paragraph number or drawing designation and generic name for each of multiple items.
    j. Drawing number and detail references, as appropriate.
    k. Location(s) where product is to be installed, as appropriate.
    l. Related physical samples submitted directly.
    m. Indication of full or partial submittal.
    n. Transmittal number, numbered consecutively.

o. Submittal and transmittal distribution record.
p. Other necessary identification.
q. Remarks.

5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
   a. Project name.
   b. Number and title of appropriate Specification Section.
   c. Manufacturer name.
   d. Product name.

E. Options: Identify options requiring selection by the Architect.

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

G. 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.
   3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

H. 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.

I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from the Architect's action stamp.

PART 2 PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
   1. Submit electronic submittals via email as PDF electronic files.
      a. The Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
   2. Certificates and Certifications Submittals: Provide 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.
      a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
      b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

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 published 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 catalog cuts.
      b. Manufacturer's product specifications.
      c. Standard color charts.

d. Statement of compliance with specified referenced standards.
e. Testing by recognized testing agency.
f. Application of testing agency labels and seals.
g. Notation of coordination requirements.
h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:
   a. Wiring diagrams showing factory installed wiring.
   b. Printed performance curves.
   c. Operational range diagrams.
   d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
5. Submit Product Data before or concurrent with Samples.
6. Submit Product Data in PDF electronic file.

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.
   1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
      a. Identification of products.
      b. Schedules.
      c. Compliance with specified standards.
      d. Notation of coordination requirements.
      e. Notation of dimensions established by field measurement.
      f. Relationship and attachment to adjoining construction clearly indicated.
      g. Seal and signature of professional engineer if specified.
   2. Sheet Size: Except for templates, patterns, and similar full size drawings, submit Shop Drawings on sheet size indicated in specification section.
   3. Submit Shop Drawings in PDF electronic file.
   4. BIM File Incorporation: Develop and incorporate Shop Drawing files into Building Information Model established for Project.
      a. Prepare Shop Drawings in same digital data software program, version, and operating system as the original Drawings.
      b. Refer to Section 01 31 00 - Project Management and Coordination for requirements for coordination drawings.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of 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 applicable Specification Section.
      e. Specification paragraph number and generic name of each item.
   3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
   4. 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 the Owner's property, are the property of the Contractor.

5. Samples: 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. Key Items Review Time: Submit samples to the Architect at least 30 days prior to date the Contractor needs reviewed submittals returned. The Contractor shall be prepared to submit color samples on any key items in Division 09 finishes within 30 days of the award of Contract. Once samples of all key items are received, the Architect will finalize color selections.
   b. Number of Samples: Submit three sets of Samples. The Architect will retain two Sample sets; remainder will be returned.
      1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
   1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by the Contractor if none is indicated.
   2. Manufacturer and product name, and model number if applicable.
   3. Number and name of room or space.
   4. Location within room or space.
   5. Submit product schedule in PDF electronic file.

F. Coordination Drawing Submittals: Comply with requirements specified in Section 01 31 00 - Project Management and Coordination.

G. Contractor's Construction Schedule: Comply with requirements specified in Section 01 32 00 - Construction Progress Documentation.

H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 29 00 - Payment Procedures.

I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 01 40 00 - Quality Requirements.

J. Closeout Submittals required for Substantial Completion: Comply with requirements specified in Section 01 77 00 - Closeout Procedures.

K. Maintenance Data: Comply with requirements specified in Section 01 78 23 - Operation and Maintenance Data.

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

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

N. Installer Certificates: Submit 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.

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

P. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Construction Documents.

Q. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Construction Documents.

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

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

T. Research Reports: Submit 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.

U. Preconstruction Test Reports: Submit 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.

V. Compatibility Test Reports: Submit 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.

W. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

X. Design Data: Prepare and submit 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.

2.2 DELEGATED DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of the 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 the Architect.

B. Delegated Design Services Certification: In addition to Shop Drawings, Product Data, and required submittals, submit digitally signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to the 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.

C. BIM File Incorporation: Incorporate delegated design drawing and data files into Building Information Model established for Project.

1. Prepare delegated design drawings in the same digital data software program, version, and operating system as the original Drawings.

PART 3 EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to the 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 the 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. Submittals: The Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. The Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

1. Reviewed: Indicates the Architect has reviewed the submittal and takes no exceptions as submitted.
2. Furnish as Corrected: Submittal is approved, provided modifications noted are properly incorporated. Resubmission is not usually necessary.
3. Revise and Resubmit: Modifications are required prior to approval. Work cannot proceed until the submittal is revised and resubmitted for further review.
4. Rejected: Work covered by the submittal is not complete or does not conform the Contract Documents and cannot proceed. A new submittal needs to be made according to the notations and resubmitted for approval prior to fabrication or construction.

B. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from the Architect.

C. Incomplete submittals are not permitted, will be considered non-responsive, and will be returned for resubmittal without review.

D. Submittals not required by the Contract Documents will be returned by the Architect without action.

END OF SECTION 01 33 00

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SECTION 01 35 43.13 - ENVIRONMENTAL PROCEDURES FOR HAZARDOUS MATERIALS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The provisions of the General Conditions, Supplementary Conditions, Drawings, Specifications, and the Sections included under Division 01 General Requirements and References, are included as a part of this Section as though bound herein.

1.2 NOTICE OF HAZARDOUS WASTE OR MATERIALS

A. The Contractor shall give notice in writing to the Owner and the Architect promptly, before any of the following conditions are disturbed, and in no event later than 24 hours after first observance, of any:
   1. Material that the Contractor believes may be a material that is hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law, or
   2. Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.

B. The Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by the Contractor, Subcontractors, suppliers, or anyone else for whom the Contractor is responsible. As used in this Section, the term "hazardous materials" shall include, without limitation, asbestos, lead, polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.

C. In response to the Contractor's written notice, the Owner shall investigate the identified conditions.

D. If the Owner determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the Owner shall so notify Contractor in writing, stating reasons. If the Owner and the Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the Owner.

E. If after receipt of notice from the Owner, the Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then Owner may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or the Owner may invoke its rights to terminate the Contract in whole or in part. The Owner will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of Work or performing the Work by others.

F. If the Contractor stops Work in connection with any hazardous condition and in any area affected thereby, the Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

1.3 ADDITIONAL WARRANTIES AND REPRESENTATIONS

A. The Contractor represents and warrants that the Contractor, the Contractor’s employees, and the Subcontractors and their employees, shall at all times have the required levels of familiarity with the site and the Work, training, and ability to comply fully with all applicable legal and contractual requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).

B. The Contractor represents and warrants that the Contractor, the Contractor’s employees, and the Subcontractors and their employees, shall at all times have and maintain in good standing

any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.

C. The Contractor represents and warrants that he or she has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices specified in the Contract, and prior to submitting its bid has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. The Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

1.4 MONITORING AND TESTING

A. The Owner reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the Work with periodic and final inspection by public and quasi-public entities having jurisdiction.

B. The Contractor acknowledges that the Owner has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that the Owner shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by the Contractor. In the event the Owner elects to perform these activities and tests, the Contractor shall afford the Owner ample access to the site and all areas of the Work as may be necessary for the performance of these activities and tests. The Contractor will include the potential impact of these activities or tests by the Owner in the Contract Price and the Scheduled Completion Date.

C. Notwithstanding the Owner's rights granted by this paragraph, Contractor may retain his or her own industrial hygiene consultant at the Contractor’s own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring: The Owner reserves the right to request documentation of all such activities and tests performed by the Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

1.5 COMPLIANCE WITH LAWS

A. The Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.

1. The Contractor represents that they are familiar with, and shall comply with, all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:
    a. The protection of public health and welfare, and environment,
    b. Storage, handling, or use of asbestos, PCB, lead, petroleum-based products or other hazardous materials,
    c. The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, or hazardous waste materials or other waste materials of any kind, and

1.6 DISPOSAL

A. The Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job site and for each waste disposal facility. The Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. The Owner may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.

B. The Contractor shall develop and implement a system acceptable to the Owner to track hazardous waste from the site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that Owner may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.

C. The Contractor shall provide the Owner with the name and address of each waste disposal facility prior to any disposal, and the Owner shall have the express right to reject any proposed disposal facility. The Contractor shall not use any disposal facility to which Owner has objected. The Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the Owner.

1.7 PERMITS

A. Before performing any of the Work, and at such other times as may be required by applicable law, the Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. For example, before commencing any work in connection with the Work involving asbestos-containing materials, PCBs, or other hazardous materials subject to regulation, the Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to the Owner. The Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless the Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, off-site easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by the Contractor. The Contractor shall give all notices and comply with all applicable laws bearing on the conduct of the Work as drawn and specified. If the Contractor observes or reasonably should have observed that Drawings and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying the Owner in writing of such fact. If the Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

B. The Contractor shall submit evidence satisfactory to the Owner that he or she and any disposal facility:
   1. Has obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law, and
   2. Is in compliance with all such permits, approvals, and the regulations.

C. In the case of any permits or notices held in the Owner's name or of necessity to be made in the Owner's name, the Owner shall cooperate with the Contractor in securing the permit or giving the notice, but the Contractor shall prepare for the Owner review and execution upon approval, all necessary applications, notices, and other materials.

1.8 INDEMNIFICATION

A. To the extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the

environment or natural resources, or “disposal” and “release” of materials associated with the Work (as defined in 42 U.S.C. § 960l et seq.).

1.9 TERMINATION

A. The Owner shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should the Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. If, however, the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01 35 43.13

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The provisions of the General Conditions, Supplementary Conditions, Drawings, Specifications, and the Sections included under Division 01 General Requirements and References, are included as a part of this Section as though bound herein.

1.2 SUMMARY

A. 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 the Contractor of responsibility for compliance with the Contract Document requirements.
   1. Specific quality assurance and quality 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 quality control procedures that facilitate compliance with Contract Document requirements.
   3. Requirements for the Contractor to provide quality assurance and quality control services required by the Architect, the Owner, or authorities having jurisdiction are not limited by provisions.
   4. Specific test and inspection requirements are not specified in this Section.

1.3 DEFINITIONS

A. Refer to Section 01 42 16 - Definitions for the following terms:
   1. Experienced.
   2. Installer/Applicator/Erector.
   3. Mockups.
      a. Laboratory Mockups.
      b. Integrated Exterior Mockups.
      c. Room Mockups.
   4. Quality Assurance Services.
   5. Quality Control Services.
   6. Testing:
      a. Field Quality Control Testing.
      b. Preconstruction Testing.
      c. Product Testing.
      d. Source Quality Control Testing.
   7. Testing Agency.

B. Use of trade specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: 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 conflicting requirements that are different, but apparently equal, to the 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 the Architect for a decision before proceeding.

1.5 SUBMITTALS

A. Shop Drawings: Submit plans, sections, and elevations, indicating materials and size of mockup construction.
   1. Indicate manufacturer and model number of individual components.
   2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

B. Contractor's Statement of Responsibility: When required by Authorities Having Jurisdiction (AHJ), submit copy of written statement of responsibility sent to Authorities Having Jurisdiction (AHJ)authorities having jurisdiction before starting Work on the following systems:
   1. Seismic force resisting system, designated seismic system, or component listed in the designated seismic system quality assurance plan prepared by the Architect.
   2. Main wind force resisting system or wind resisting component listed in the wind force resisting system quality assurance plan prepared by the Architect.

C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
   1. Specification Section number and title.
   2. Entity responsible for performing tests and inspections.
   3. Description of test and inspection.
   4. Identification of applicable standards.
   5. Identification of test and inspection methods.
   6. Number of tests and inspections required.
   7. Time schedule or time span for tests and inspections.
   8. Requirements for obtaining samples.
   9. Unique characteristics of each quality control service.

1.6 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified. 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.
   7. Identification of product and Specification Section.
   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 reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
   1. Name, address, and telephone number of technical representative making report.
   2. Statement on condition of substrates and their acceptability for installation of product.
   3. Statement that products at 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.

C. Factory Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

D. Permits, Licenses, and Certificates: For the 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.

E. Trade Preinstallation Conferences: Meeting minutes to be the Contractor provided.

1.7 QUALITY ASSURANCE

A. Qualifications establish the minimum qualification levels required; refer to individual Specification Sections for additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated and sufficient production capacity to produce required units.

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

D. 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.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in the State in which the Project is located, 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 in material, design, and extent to those indicated.

F. Specialists: Certain Specification Sections 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. Requirements of authorities having jurisdiction supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, documented according to ASTM E329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products.

I. Factory Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products.

J. 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 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 certified written report of each test, inspection, and similar quality assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected Work complies with or deviates from the Contract Documents.

K. 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 a minimum of seven days in advance of dates and times when mockups will be constructed.
   3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction.
   4. Demonstrate the proposed range of aesthetic effects and workmanship.
   5. Obtain Architect's approval of mockups before starting Work, fabrication, or construction. Allow seven days for initial review and each re-review of each mockup.
   6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
   7. Demolish and remove mockups when directed unless otherwise indicated.

L. Integrated Exterior Mockups: Mockup of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies shall be constructed. Mockup, if not specifically shown on the drawings, shall be minimum 8 ft by 8 ft. Mockup shall include all major façade elements and at least one window minimum 2 ft by 2 ft in size. Prior to constructing mockup verify requirements with architect. Pre-installation conferences for trades involved in Integrated Exterior Mockup shall be held after mock up is completed.

M. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Specification Sections.

N. Trade Preinstallation Conferences: Meeting minutes to be the Contractor provided.

1.8 QUALITY CONTROL

A. The Owner Responsibilities: Where quality control services are indicated as the Owner's responsibility, the Owner shall engage a qualified testing agency to perform the services.
   1. The Owner shall 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. Costs for retesting and reinspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality control activities required to verify that the Work complies with requirements, whether specified or not.
   1. 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.
   2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform the quality control services. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
   3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
   4. Where quality control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality control service.
   5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
   6. 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 Section 01 31 00 - Project Management and Coordination.

D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

F. 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.

G. 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. 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.

H. 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.

I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
   1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.9 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner shall engage a qualified testing agency or special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner:

B. Special Tests and Inspections: Conducted by a qualified testing agency or special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections.
   1. Verifying that manufacturer maintains detailed fabrication and quality control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
   2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
   3. 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.
   4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
   5. Interpreting tests and inspections and stating in each report whether tested and inspected Work complies with or deviates from the Contract Documents.
   6. Retesting and reinspecting corrected Work.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: 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 site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. 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 or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 29 - 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 01 40 00

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SECTION 01 41 00 - REGULATORY REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The provisions of the General Conditions, Supplementary Conditions, Drawings, Specifications, and the Sections included under Division 01 General Requirements and References, are included as a part of this Section as though bound herein.

1.2 SUMMARY

A. Related Sections:
   1. Section 01 40 00 - Quality Requirements.

1.3 REFERENCE STANDARDS

A. 2012 TAS - Texas Accessibility Standards; 2012.

B. ADA Standards - 2010 ADA Standards for Accessible Design; 2010.

C. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures, Includes Supplements 1 and 2; 2022.

D. ICC (IBC) - International Building Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

E. ICC (IFGC) - International Fuel Gas Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

F. ICC (IPC) - International Plumbing Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

G. ICC A117.1 - Accessible and Usable Buildings and Facilities; 2017.

H. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

I. NFPA 80 - Standard for Fire Doors and Other Opening Protectives; 2025, with Amendment (2024).

J. Refer to individual Sections for additional Reference Standards applicable to the scope of work defined by that Section..

1.4 QUALITY ASSURANCE

A. Contractor's Designer Qualifications: Refer to Section 01 40 00 - Quality Requirements.

PART 2 PRODUCTS

2.1 DESCRIPTION

A. Regulatory Requirements:
   1. Code Requirements:
      a. Perform all work on this Project in strict accordance with, but not limited to, applicable requirements and portions of the latest adopted editions of the currently adopted codes, revisions, amendments, supplements, and their references.
         1) Building Codes:
            (a) International Building Code ICC (IBC).
            (b) International Fuel Gas Code ICC (IFGC).
            (c) International Plumbing Code ICC (IPC).
            (d) National Electric Code (NFPA 70).
      b. Miscellaneous NFPA;
      c. Accessibility:
         1) Texas Accessibility Standard (2012 TAS).
         2) U.S. Department of Justice, ADA Standards - 2010 ADA Standards for Accessible Design.

3) U.S. Department of Justice Accessibility Guidelines for Buildings and Facilities (ADAAG).
4) ICC A117.1 - Specifications for Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People.

d. Other:
1) American Society of Civil Engineers - ASCE 7:
2) Minimum Design Loads for Buildings and Other Structures.
3) Demolition: Comply with NFPA 1 - Chapter 29 and NFPA 241 - Standard for Safeguarding Construction Alteration and Demolition Operation Latest Adopted Edition.

2. Code Standards:
a. All work shall conform to applicable portions of the adopted, or the latest edition of the standards listed, which shall include, but is not limited to, the following:
1) Aluminum Association (AA).
2) American Concrete Institute (ACI).
3) American Institute of Steel Construction (AISC).
4) American National Standards Institute (ANSI).
5) American Society for Testing and Materials (ASTM).
6) American Society of Mechanical Engineers (ASME).
7) American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE).
8) American Welding Society (AWS).
9) Architectural Woodworking Institute (AWI).
10) Architectural Aluminum Manufacturer's Association (AAMA).
11) Commercial Standards (CS).
12) Federal Specifications and Standards (FSS).
13) National Safety and Health Administration (OSHA).
14) National Institute for Standards and Technology (NIST).
15) Architectural Sheet Metal Manual (SMACNA).
16) Underwriter's Laboratories (UL).
17) U.S. of America Standards Institute (ASI).
18) U.S. Department of Commerce Product Standards (USDCPS).

3. Code Discrepancies:
a. In case of discrepancy between the codes, standards, and specifications listed, the strictest or most stringent requirement shall govern.

4. Compliance with Codes:
a. A permit issued will be construed as permission to proceed with construction, and not as authority to violate, cancel, alter, or set aside any of the provisions of any Codes.
b. Nor shall issuance of a permit prevent the Owner from thereafter requiring a correction of errors in plans, construction, or violations of any Codes.

PART 3 EXECUTION

3.1 NOT USED

END OF SECTION 01 41 00

SECTION 01 42 00 - REFERENCES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The provisions of the General Conditions, Supplementary Conditions, Drawings, Specifications, and the Sections included under Division 01 General Requirements and References, are included as a part of this Section as though bound herein.

1.2 DESCRIPTION OF WORK REQUIREMENTS

A. General: This Section specifies procedural and administrative requirements for compliance with governing regulations and codes and standards imposed upon the Work. These requirements include the obtaining of permits, licenses, inspections, releases, and similar statements, as well as payments associated with regulations, codes, and standards.

B. Governing Regulations: Refer to General and Supplementary Conditions for requirements related to compliance with governing regulations.

1.3 DEFINITIONS

A. Refer to Section 01 42 16 - Definitions for the following terms:
   1. Approved.
   2. Directed.
   3. Furnish.
   4. Indicated.
   5. Install.
   6. Provide.
   7. Regulations.
   8. Testing Agencies.

1.4 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Construction Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Construction Documents to the extent referenced. Such standards are made a part of the Construction Documents by reference. Individual Specification Sections indicate which codes and standards the Contractor must keep available at the project site for reference.

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

C. Conflicting Requirements: Where compliance with two or more standards is specified, and where these standards establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Construction Documents specifically indicate a less stringent requirement. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Architect for a decision before proceeding.

D. Minimum Quantities or Quality Levels: In every instance the quantity or quality level shown or specified is intended to be the minimum for the Work to be provided or performed. Unless otherwise indicated, the actual Work may either comply exactly, within specified tolerances, with the minimum quantity or quality specified, or may exceed that minimum within reasonable limits. In complying with these requirements, the indicated numeric values are either minimum or maximum values, as noted, or as appropriate for context of the requirements. Refer instances of uncertainty to the Architect for decision before proceeding.

1.5 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Construction Documents, they shall mean the recognized name of the trade association,

standards-producing organization, authorities having jurisdiction or other entity applicable to the context of the text provision.

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Construction Documents, they shall mean the recognized name of the Agency.

C. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Construction Documents, they shall mean the recognized name of the standards and regulations.

1.6 SUBMITTALS

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

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01 42 00

SECTION 01 42 16 - DEFINITIONS

PART 1 GENERAL

1.1 DEFINITIONS

A.

Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.

Predecessor Activity: An activity that precedes another activity in the network.

Successor Activity: An activity that follows another activity in the network.

Addendum (plural **Addenda**): An instrument issued prior to the execution of the contract which modifies or interpretes the bidding documents by additions, deletions, clarifications, or corrections.

Adequate Ventilation: Ventilation, including air circulation and air changes, required for curing materials, dissipate humidity, and prevent accumulation of dust fumes, vapors, or gases.

Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.

AESS: Refer to Architecturally-Exposed Structural Steel.

Alteration Work: Remodeling, renovation, repair, and maintenance work performed within existing spaces or on existing surfaces as part of the Project.

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.

Alternates described are part of the Work when enumerated in the Agreement.

The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

Alternate Bid / Proposal: The amount stated in the bid to be added to or deducted from the amount of the Base Bid / Proposal if the corresponding change in project scope or alternate materials and/or methods of construction is accepted.

Anchorage Connector: A component or subsystem that functions as an interface between the anchorage and a fall protection, work positioning, rope access, or rescue system for the purpose of coupling the system to the anchorage.

Applicator: Refer to Installer.

Approved, Approved Equivalent, Approved Equal, or Equal: Material: equipment, or method approved by the architect for use in the Work, as being acceptable as an equivalent in essential attributes to the material, equipment, or method specified in the Contract Documents.

Architect (Contract Party): One identified in the Owner-Architect agreement as responsible for the performance of design and contract administration.

Architect (Person): A person licensed to practice the profession by the authority in the area.

Architect-Engineer (AE): A firm offering professional services as both Architect and Engineer.

Architecturally-Exposed Structural Steel (AESS): Structural steel complying with designated AESS category as defined in AISC 303.

Category 1 AESS: AESS that is within 96 inches vertically and 36 inches horizontally of a walking surface and that is visible to a person standing on that walking surface or is designated as "Category 1 architecturally exposed structural steel" or "AESS-1" in the Contract Documents.

Category 2 AESS: AESS that is within 20 feet vertically and horizontally of a walking surface and that is visible to a person standing on that walking surface or is designated as "Category 2 architecturally exposed structural steel" or "AESS-2" in the Contract Documents.

Category 3 AESS: AESS that is not defined as Category 1 or Category 2 or that is designated as "Category 3 architecturally exposed structural steel" or "AESS-3" in the Contract Documents or that is indicated to receive intumescent mastic fireproofing.

B.

Base Bid / Proposal: The amount of money stated in the bid / proposal as the sum for which the bidder / proposer offers to perform the work, not including the work for which alternate bid / proposals are also submitted.

Basis of Design (BOD) (Document): A document that records the concepts, calculations, decisions, and product selections used to meet the Owner’s Project Requirements and to satisfy applicable regulatory requirements, standards and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.

Basis of Design Product: A product around which the project has been designed. If a product other than the Basis of Design is provided, it must be coordinated with the ArchitectArchitect.

Basis of Design Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "Basis of Design Product", 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 for purposes of evaluating comparable products of additional manufacturers named in the specification.

C.

Casework: Products including, but not limited to framework, doors, drawers, hardware, and finishes which constitute cabinets and cases.

Concealed: Sleepers, web frames, dust panels and other surfaces not generally visible after installation and cabinets less than 30 inches (762 mm) above finished floor.

Exposed: Portions of casework visible when drawers and cabinet doors are closed, including end panels, bottoms of cases more than 42 inches (1.066 m) above finished floor, tops of cases less than 72 inches (1.82 m) above finished floor and all members visible in open cases or behind glass doors.

Semi-Exposed: Portions of casework and surfaces behind solid doors, tops of cases more than 72 inches (1.828 m) above finished floor and bottoms of cabinets more than 30 inches (0.762 m) but less than 42 inches (1.066 m) above finished floor.

Cast Stone: Refined architectural concrete building unit manufactured to simulate natural cut stone, used in unit masonry applications.

Dry Cast Concrete Products: Manufactured from zero slump concrete:

Vibrant Dry Tamp (VDT) casting method - Vibratory ramming of earth moist, zero slump concrete against a rigid mold until densely compacted.

Wet Cast Concrete Products: Manufactured from measurable slump concrete:

Wet casting method - Manufactured from measurable slump concrete and vibrated into a mold until densely consolidated.

Certified Wood: Wood based materials and products certified in accordance with Forest Stewardship Council's (FSC) Principles and Criteria for wood building components.

1. **CFCI**: Contractor-Furnished and Contractor-Installed.
   a. Note this is not used within the Documents as it is implied that the Contractor shall **provide** anything not noted as OFOI, CFOI, or OFCI.
2. **CFOI**: Contractor-Furnished and Owner-Installed.

Chain-of-Custody Certificates: Certificates signed by manufacturers certifying that wood used to make products was obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001. Certificates shall include evidence that manufacturer is certified for chain of custody by an FSC-accredited certification body. A chain-of- custody certification is not required by distributors of a product that is individually labeled with the Forest Stewardship Council logo and manufacturer's chain of custody number. Chain of Custody certification requirements are determined by Forest Stewardship Council Chain of Custody Standard 40-004 v2-1.

Change Order: A written order to the Contractor issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time as originally defined by the contract documents.

Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.

Commissioning (Cx): A systematic process confirming that building systems have been installed, properly started, and consistently operated in strict accordance with the Project Documents, that all systems are complete and functioning in accordance with the Contract Documents at Substantial Completion, and the Contractor has provided the Owner adequate system documentation and training.

Commissioning Authority (CxA): Party having a contractual agreement with the Owner to provide third party commissioning services as defined herein under Commissioning Authority's Role and Responsibilities. Commissioning Authority may represent the Owner and is authorized to act on behalf of the Owner. The Commissioning Authority does not have authority to alter design or installation procedures without the written approval of the Owner or the design team.

Comparable Product: Product 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.

Composite Materials: Materials made from two or more constituent materials with significantly different physical or chemical properties that, when combined, produce materials with characteristics different from the individual components.

Composite Wood (also referred to as "Engineered Wood"): Examples of Composite Wood are: particleboard; flake-board; plywood; fiberboard; MDF; agrifiber products; millwork substrates; flooring substrates; equipment backboards; door cores.

Consolidate: To strengthen loose or deteriorated materials in place.

Construction Change Directive: A written order to the Contractor instructing them to make changes to the scope or schedule even if cost and time impacts have not been agreed upon. Refer to AIA G714.

Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

Contract / Contract for Construction: The agreement between the parties. Refer to A201 for additional information.

Contract Documents: The General, Supplementary, and other Conditions, Drawings, Specifications, Addenda, and other documents developed by the A/E Team and approved by the Owner that constitute the contractual obligations of the project scope. Refer to A201 for additional information.

Contract Time: The period of time established in the Contract Documents within which the Work must be completed.
Contractor: One identified in the Owner-Contractor agreement as responsible for the performance of construction work, including the provision of labor and materials, in accordance with plans and specifications.
Control Point and Sensor Calibration Verification: Process of verifying the point integrity and/or sensor calibration from the physical point of monitoring (sensor, contact, actuator, etc.) to the digital point location at the Operator's interface within the respective control system (Building Automation, Lighting Controls, Power Status and Monitoring, etc.).
Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum unless otherwise approved by Architect.
Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
Critical Path Method (CPM): A method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
Cutting: Removal of existing construction necessary to permit installation or performance of other Work.

D.

Date of Agreement: The date stated in the agreement, also referred to as the Contract Date.
Date of Commencement of the Work: Date defined in the Notice to Proceed
Date of Substantial Completion: Date certified by the Architect when the Work is sufficiently complete in accordance with the Contract Documents. The Owner may occupy the Work after this point.
Deconstruct: To remove by disassembling or detaching an item from a surface, using methods and equipment to successfully prevent damage to the item and surfaces, and dispose of items unless indicated as salvaged or for reinstallation.
Deferred Testing: Functional Performance or Integrated System Tests performed after Substantial Completion due to partial occupancy, partial equipment acceptance, seasonal requirements, design, or other site conditions that prohibit the test from being performed prior to Substantial Completion.
Deficiency: Condition of a component, piece of equipment, or system that is not in compliance with the Project Documents.
Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
Design Reference Sample: A sample that represents the Architect's prebid selection of Work to be matched; it may be existing Work or Work specially produced for the Project.
Directed: A command or instruction by Architect. Other terms including "requested," "authorized", "selected", "required", and "permitted" have the same meaning as "directed."
Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.
Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
Drawings: The graphic portion of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams. Refer to A201 for additional information.

E.

Engineer: A person licensed to practice the profession by the authority in the area.
Engineered Wood: Refer to Composite Wood.
Equipment: A product with operational parts, regardless of whether motorized or manually operated, and in particular, a product that requires service connections such as wiring or piping.

1. Erector: Refer to Installer.

Existing to Remain: Leave existing items that are not scheduled for salvage or reuse, as is; do not remove.
Experienced: When used with an entity or individual, experienced means having successfully completed a minimum of five years documented experience with projects similar in nature, size, and extent; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

F.

Fall Arrest System: A system designed to stop you in the process of a fall, typically including an anchor point or series of anchor points, a safety lanyard or self-retracting lifeline, and a harness.
Fall Protection System: System can be either a fall arrest or a fall restraint system.
Fall Restraint System: A system designed to keep you from getting close enough to the fall hazard to fall, typically including an anchor point or series of anchor points, a safety lanyard or self-retracting lifeline, and a harness.
Fiber-Reinforced Polymer (FRP): Material that consists of polymer resin-based matrix with fibers of either glass, carbon, or aramid, and hybrid combinations of these fiber types.
Field Quality Control Testing: Tests and inspections performed onsite for work scheduled to be performed and upon completed Work.
Float: The measure of leeway in starting and completing an activity.

Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

Formaldehyde: Naturally occurring VOC, found in small amounts in animals and plants; carcinogenic and irritant to humans when present in high concentrations. (Levels above 0.1 ppm).

Urea Formaldehyde: Combination of urea and formaldehyde, used in glue, and readily decomposes at room temperature.
Phenol Formaldehyde: Type of formaldehyde that off gasses only at high temperature; used for exterior products and suitable for interior applications.

Functional Performance Test (FPT): Test of dynamic function and operation of equipment and systems executed by the Contractor and witnessed by the CxA. Systems are tested under various modes, such as during low cooling or heating loads, high loads, component failures, unoccupied, varying outside air temperatures, life safety conditions, power failure, etc. Systems are operated through all specified sequences of operation. Components are verified to be responding in accordance with requirements in the Project Documents.
Functional Performance Testing Procedures: Commissioning protocols, detailed test procedures and instructions in tabular and script-type format that fully describe system configuration and steps required to determine if the system is performing and functioning properly.

Furnish: Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G.

General Emissions Evaluation: To comply with low-emitting material criteria, building products must be tested and determined compliant in accordance with California Department of Public Health (CDPH) Standard Method v1.2–2017mg/, using the applicable exposure scenario. Manufacturers' claims of compliance with the above requirements must also state the range of total VOCs after 14 days (336 hours), measured as specified in the CDPH Standard Method v1.2: 0.5 mg/m3 or less; between 0.5 and 5.0 mg/m3; or 5.0 mg/m3 or more.

H.

Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitability, corrosivity, toxicity or reactivity.

Hazardous Materials: Material regulated as hazardous material in accordance with 49 CFR 173, requiring Material Safety Data Sheet (MSDS) in accordance with 29 CFR 1910.1200, or which during end use, treatment, handling, storage, transportation, or disposal meets or has components which meet or have the potential to meet the definition of a Hazardous Waste in accordance with 40 CFR 261. Hazardous material includes hazardous chemicals.

Hazardous materials include but are not limited to pesticides, biocides, and carcinogens listed by the Environmental Protection Agency (EPA) and International Agency for Research on Cancer (IARC) and recognized authorities.

I.

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."

Indoor Air Quality (IAQ): Composition and characteristics of air in an enclosed space affecting occupants of space. The indoor air quality refers to relative quality of air in a building with respect to contaminants and hazards and is determined by levels of indoor air pollution and characteristics of air, including those that impact thermal comfort such as air temperature, relative humidity, and air speed.

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

Initial Decision Maker: Person identified in the Agreement to render initial decisions on Claims. Refer to A201 for additional information.

Instruments of Service: Representations in any medium of creative work from the Architect or the Architect's consultants and include items such as studies, surveys, models, sketches, drawings, specifications, and other similar items. Refer to A201 for additional information.

Install:Place or fix in position ready for use.

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

Integrated Systems Test (IST): Test of dynamic function and operation of multiple systems. Integrated Systems Tests are tested under various modes, such as fire alarm and emergency situations, life safety conditions, power failure, etc. Systems are integrally operated through all specified sequences of operation. Systems and interconnections are verified to be responding in accordance with the requirements in the Project Documents.

Integrated Systems Testing Procedures: Commissioning protocols and detailed test procedures and instructions in tabular and script-type format that fully describe system

configurations and steps required to determine if the interacting systems are performing and functioning properly.

Interior Final Finishes: Materials and products exposed at interior, occupied spaces including flooring, wallcovering, finish carpentry, and ceilings.

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.

Interior (of Building): Within the weatherproof membrane.

J.

N/A

K.

N/A

L.

Lifeline: A component of a fall protection system consisting of a flexible line designed to hang vertically, a vertical lifeline, or connecting to anchorages or anchorage connectors at both ends to span horizontally, a horizontal lifeline.

Look-Ahead Schedule: Prepare schedule indicating activities scheduled to occur or commence prior to submittal of next schedule update.

M.

Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by the Architect.

Materials: Products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, or installed to form units of work.

MERV: Refer to Minimum Efficiency Reporting Value.

Milestones: measurable and observable and serve as progress markers (flags) but, by definition, are independent of time (have zero durations) therefore no work or consumption of resources is associated with them.

Millwork: Ready-made wood products manufactured at a wood-planing mill or woodworking plant: moldings, doors, door frames, window sashes, stair work, cabinets, etc. excluding flooring, ceilings, and sidings.

Minimum Efficiency Reporting Value (MERV): Arrestance rating of filter at three MERV Rating Explanation particle sizes of 0.3 microns to 10 microns at a determined face velocity.

Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.

Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.

Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and equipment, and lighting.

N.

Non-Hazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitability, corrosivity, toxicity, or reactivity.
Non-Toxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
Notice to Proceed: Written communication issued by the Owner to the Contractor authorizing them to proceed with the Work and establishing the date of commencement of the work.

O.

OFCI: Owner-Furnished and Contractor-Installed.
OFOI: Owner-Furnished and Owner-Installed.
Operational Testing: Activities and testing occurring after initial energizing and/or start-up of equipment that determine whether equipment is operating within the manufacturer's recommendations and the design requirements. These activities are intended to ensure that equipment and systems meet all warranty requirements and are ready for Functional Performance Testing. Common examples are Testing, Adjusting and Balancing of HVAC systems and initial load testing of electrical equipment.
Owner's Designated Representative (ODR): Owner's representative, or its duly authorized representative, who will provide the general administration of this Agreement for Projects on behalf of Owner and shall be the Owner's field representative in all matters related to this Agreement, including keeping the Owner's procurement personnel informed at all times of the adequacy of Supplier's performance and progress, except as may be otherwise provided herein. The Owner may, at its sole discretion, change its Designated Representative at any time or from time to time, and shall promptly notify Supplier, in writing, of any such change.
Owner's Project Requirements (OPR): A written document that details the functional requirements of a project and the expectations of how the facility will be used and operated. These include project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.

P.

Packaged Dry Products: Materials and products installed in dry form and delivered in manufacturer's packaging; including carpets, resilient flooring, ceiling tiles, and insulation.
Patching: Fitting and repair Work required to restore surfaces to original conditions after installation of other Work.
Pencil Copy: A preliminary review copy of the application for payment for review by Architect and Owner prior to submission of final copy.
Permeable Surface: Surfaces which allow storm water to pass through and infiltrate the soil below.
Plastic Composites, or Wood-Plastic Composites: Composite materials made primarily from wood- or cellulose-based materials and plastics.
Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.
Project: Construction resulting from the Work. Refer to A201 for additional information.
Project Documents: Consists of the Contract Documents, Approved Submittals, Requests for Information (RFI), Vendor documentation, Operations and Maintenance (O&M) information and other documentation that determines the requirements for acceptable installation and operation of the specific equipment and systems on the project.
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.

Product: Item obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term “product” includes the terms “material”, “equipment”, “system”, “assembly”, and terms of similar intent.

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

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

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.

Specified Product: Same as Named Product.

Provide: **Furnish** and **install**, complete and ready for the intended use.

Punch List: The Architect list of work to be corrected or performed by the Contractor.

Q.

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.

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 the Architect.

R.

Recovery Schedule: Submittal of a revised critical path method (CPM) schedule and a written plan.

Recyclable: Ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.

Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

Recycled Content: Defined in accordance with the International Organization of Standards document ISO 14021, Environmental labels and declarations, Self-declared environmental claims (Type II environmental labeling).

Postconsumer material is defined as waste material generated by households or by commercial, industrial, and institutional facilities in their role as end users of the product, which can no longer be used for its intended purpose.

Preconsumer material is defined as material diverted from the waste stream during the manufacturing process. Excluded is reutilization of materials, such as rework, regrind, or scrap, generated in a process and capable of being reclaimed within the same process that generated it.

Recycling: Process of sorting, cleansing, treating, and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.

Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.

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.

Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

Remove: Detach items from existing construction and dispose off-site unless indicated as salvaged or reinstallation.

Repair: To correct damage and defects, retaining existing materials, features, and finishes. This includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.

Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.

Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.

Reproduce: To fabricate a new item, accurate in detail to the original, and from either the same or a similar material as the original, unless otherwise indicated.

Request for Interpretation (RFI): A request seeking one of the following:

An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.

A resolution to an issue which has arisen due to field conditions and affects design intent.

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

Retain: To keep existing items that are not to be removed or dismantled.

Return: To give back reusable items or unused products to vendors for credit.

Reuse: To reuse a construction waste material in some manner on the project site.

S.

Salvage: Recovery of demolition or construction waste for subsequent sale or reuse.

Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

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.

Scheduling Specialist (SS): An internal or third party entity contracted to the Owner providing scheduling advice (if applicable).

Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.

Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.

Solar Reflectance Index (SRI): The measure of a constructed surface's ability to stay cool in the sun by reflecting solar radiation and emitting thermal radiation. SRI values range from zero (solid black surface) to 100 (solid white surface). SRI value of a material is calculated according to ASTM E1980 and based on the aged, tested values of solar reflectance and thermal emittance.

Source Separation: Separating waste materials from the time they become waste.

Specifications: The portion of the Contract Documents consisting of consisting of the written requirements for materials, equipment, systems, standards, and workmanship for the Work. Refer to A201 for additional information.

Start-Up: The activities where equipment is initially energized, tested and operated. Start-up is completed prior to Operational Testing and Functional Performance Testing and is an integral item documented in the System Verification Checklist (SVC).

Strip: To remove existing finish down to base material unless otherwise indicated.

Subcontractor: A contractor hired by a Construction Manager or Contractor to perform a portion of the Work.

Submittals: Written and graphic information and physical samples that require Architect's responsive action or are for information and do not require the architect’s action.

Substitutions: Changes from Contract Documents requirements proposed by the Contractor to materials, products, assemblies, and equipment.

Substitutions for Cause: Proposed due to changed Project circumstances beyond the Contractor's control such as unavailability or regulatory changes.

Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project

Subsystem: A portion of a system with characteristics similar to a system.

System: An organized collection of parts, equipment, or subsystems united by regular interaction.

System Verification Checklist (SVC): List of static inspections, and material or component tests that verify proper installation of equipment (e.g., belt tension, oil levels, labels affixed, gages in place, sensors calibrated, etc.), start-up activities and documentation, as well as operational testing results. The checklists are meant to document all activities for an individual piece of equipment from procurement on the project through operational testing that are performed in accordance with the requirements in the project documents.

T.

Testing:

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

Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

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 specified requirements.

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

Testing Agency: An independent entity engaged to perform specific inspections, tests, or both, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

Testing Laboratory: Refer to Testing Agency.

Toxic: Poisonous to humans either immediately or after a long period of exposure.

Training Plan: A detailed plan prepared by the Contractor and reviewed by the Owner and Commissioning Authority that outlines the training activities, instructors, time durations, and system requirements in accordance with the Contract Documents and Commissioning Plan.

Trending: Data collection of monitored points using the Building Automation System, Lighting Controls System, Power Status and Monitoring System or independent data acquisition instrumentation.

U.

Unit Price: Price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

V.

Vertical Illuminance: Illuminance levels calculated at a point on a vertical service or plane.

Volatile Organic Compound (VOC): A carbon compound that vaporizes at normal room temperatures.

W.

Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.
Wet Products: Materials and products installed in wet form, including paints, sealants, adhesives, and special coatings.
Wood-Plastic Composites: Refer to Plastic Composites.
Work: The construction and services required by the Contract Documents. Refer to A201 for additional information.

X.

N/A

Y.

N/A

Z.

N/A

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01 42 16

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 RELATED SECTIONS

A. The provisions of the General Conditions, Supplementary Conditions, Drawings, Specifications, and the Sections included under Division 01 General Requirements and References, are included as a part of this Section as though bound herein.

1.2 SUMMARY

A. Section Includes: Requirements for temporary utilities, support facilities, and security and protection facilities, including but not limited to:
   1. Waste disposal facilities.
   2. Storage and fabrication sheds.
   3. Lifts and hoists.
   4. Construction aids and miscellaneous services and facilities.
   5. Environmental protection.
   6. Security enclosure and lockup.
   7. Barricades, warning signs, and lights.
   8. Fire protection.
   9. Accessories necessary for a complete installation.

1.3 USE CHARGES

A. Installation and removal of, and use charges for, temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the Owner's construction forces, the Architect, occupants of Project, testing agencies, and authorities having jurisdiction.

B. Water and Sewer Service: Pay sewer service use charges for water used and sewer usage by all entities for construction operations.

C. Electric Power Service: Pay electric power service use charges for electricity used by all entities for construction operations.

1.4 SUBMITTALS

A. Site Plan: Show temporary facilities, utility connections, staging areas, and construction personnel parking areas.

B. Moisture Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.
   1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
   2. Indicate procedures for discarding water damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water damaged work.
   3. Indicate sequencing of Work that requires water, such as sprayed fire resistive materials, plastering, and tile grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.

1.5 QUALITY ASSURANCE

A. Regulatory Requirements:
   1. Accessible Temporary Egress: Comply with applicable provisions in ADA Standards, ICC A117.1-2009, and 2012 Texas Accessibility Standards (2012 TAS).

PART 2 PRODUCTS

2.1 MATERIALS

A. Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Architect. Provide materials suitable for intended use.

B. Chain Link Fencing: Minimum 2 inch (50 mm), 0.148 inch (3.8 mm) thick, galvanized steel, chain link fabric fencing; minimum 6 feet (1.8 meters) high with galvanized steel pipe posts; minimum 2-3/8 inch (60 mm) OD line posts and 2-7/8 inch (73 mm) OD corner and pull posts.

C. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10 mils (0.25 mm) minimum thickness, with flame spread rating of 15 or less per ASTM E84.

D. Insulation: Unfaced mineral fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame spread and smoke developed indexes of 25 and 50, respectively.

E. Tarpaulins: Fire resistive labeled with flame-spread rating of 15 or less.

F. Water: Potable.

2.2 TEMPORARY FACILITIES

A. Contractor’s Field Offices:
   1. Field offices not required.

B. Architect’s Field Offices:
   1. Field offices not required.

C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations. Store combustible materials apart from building.

2.3 EQUIPMENT

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

B. Drinking Water: Containerized, tap dispenser, bottled water drinking water units, including paper cup supply. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 to 55 degrees F (7.2 to 12.7 degrees C).

C. Electrical Outlets: Properly configured, NEMA polarized outlets to prevent insertion of 110V to 120V plugs into higher voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.

D. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125V AC, 20 A rating, and lighting circuits may be non-metallic sheathed cable.

PART 3 EXECUTION

3.1 INSTALLATION

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.
   1. Locate facilities to limit site disturbance as specified in Section 01 10 00 - Summary.

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 SUPPORT FACILITIES INSTALLATION

A. Temporary offices, shops, and sheds located within construction area or within 30 feet (9 meters) of building lines shall be of non-combustible construction according to ASTM E136. Comply with NFPA 241.

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

B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
   1. Maintain access for fire-fighting equipment and access to fire hydrants.

C. Waste Disposal Facilities: Provide waste collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 01 73 00 - Execution.

D. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
   1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities to the satisfaction of Owner and Architect.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

C. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each Work day.

D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

E. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
   1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.

G. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
   1. Prohibit smoking in construction areas.
   2. Supervise welding operations, combustion type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
   3. Develop and supervise an overall fire prevention and protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
   4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.4 MOISTURE AND MOLD CONTROL

A. Contractor's Moisture Protection Plan: Avoid trapping water in finished Work. Document visible signs of mold that may appear during construction.

B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
   1. Protect porous materials from water damage.

2. Protect stored and installed material from flowing or standing water.
3. Keep porous and organic materials from coming into prolonged contact with concrete.
4. Remove standing water from decks.
5. Keep deck openings covered or dammed.

C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
2. Keep interior spaces reasonably clean and protected from water damage.
3. Periodically collect and remove waste containing cellulose or other organic matter.
4. Discard or replace water-damaged material.
5. Do not install material that is wet.
6. Discard, replace, or clean stored or installed material that begins to grow mold.
7. Perform Work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

D. Controlled Condition Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
2. Use permanent HVAC system to control humidity.
3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits and moisture control.
    a. Hygroscopic materials that may support mold growth, including wood and gypsum based products, which become wet during the course of construction and remain wet for 48 hours are considered defective and are to be removed and replaced.
    b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
    c. Remove materials that cannot be completely restored to their manufactured moisture level within 48 hours.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24 hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion unless otherwise required and approved by the Owner and the Architect.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove

soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.

3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 - Closeout Procedures.

END OF SECTION 01 50 00

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SECTION 01 55 00 - VEHICULAR ACCESS AND PARKING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The provisions of the General Conditions, Supplementary Conditions, Drawings, Specifications, and the Sections included under Division 01 General Requirements and References, are included as a part of this Section as though bound herein.

1.2 SUMMARY

A. Section Includes:
   1. Access roads.
   2. Parking.
   3. Construction parking controls.
   4. Haul routes.
   5. Traffic signs and signals.
   6. Maintenance.
   7. Removal, repair.

B. Related Sections:
   1. Section 01 10 00 - Summary: For access to site, work sequence, and occupancy.
   2. Section 01 50 00 - Temporary Facilities and Controls: Post Mounted and Wall Mounted Traffic Control and Informational Signs.

PART 2 PRODUCTS

2.1 MATERIALS

A. Temporary Construction: Contractor's option.

B. Materials for Permanent Construction: As specified in product specification sections, including earthwork, paving base, and topping.

PART 3 EXECUTION

3.1 ACCESS ROADS

A. Use of designated, existing, on-site streets and driveways for construction traffic is permitted.

B. Tracked vehicles not allowed on paved areas.

C. Provide unimpeded access for emergency vehicles. Maintain 20 foot (6 m) width driveways with turning space between and around combustible materials.

D. Provide and maintain access to fire hydrants free of obstructions.

3.2 PARKING

A. Arrange for temporary parking areas to accommodate use of construction personnel.
   1. Locate as indicated by the Owner.

B. When site space is not adequate, arrange for additional off-site parking.

3.3 CONSTRUCTION PARKING CONTROL

A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and the Owner's operations.

B. Monitor parking of construction personnel's vehicles. Maintain vehicular access to and through parking areas.

C. Prevent parking on or adjacent to access roads or in non-designated areas.

3.4 HAUL ROUTES

A. Consult with the Authorities Having Jurisdiction (AHJ), establish public thoroughfares to be used for haul routes and site access.

B. Confine construction traffic to designated haul routes.

C. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with public traffic.

3.5 TRAFFIC SIGNS AND SIGNALS

A. At approaches to site and on site, install at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.

B. Relocate as work progresses, to maintain effective traffic control.

3.6 MAINTENANCE

A. Maintain traffic and parking areas in a sound condition free of excavated material, construction equipment, products, mud, snow, and ice.

B. Maintain existing paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

3.7 REMOVAL, REPAIR

A. Repair existing and new permanent facilities damaged by use, to original condition.

B. Remove equipment and devices when no longer required.

C. Repair damage caused by installation.

D. Remove post settings to a depth of 2 feet (600 mm).

SECTION 01 56 00 - TEMPORARY BARRIERS AND ENCLOSURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The provisions of the General Conditions, Supplementary Conditions, Drawings, Specifications, and the Sections included under Division 01 General Requirements and References, are included as a part of this Section as though bound herein.

1.2 SUMMARY

A. Section Includes:
   1. Temporary jobsite protection including the following:
      a. Temporary floor and wall protection.
      b. Door jamb protection.
      c. Small project floor and wall protection.
      d. Seaming tape for floor protection.
      e. Recyclable, portable jobsite trash containers.

B. Related Sections:

1.3 REFERENCES

1.4 SUBMITTALS

A. Submit under provisions of Section 01 33 00 - Submittal Procedures.

B. Product Data: Manufacturer's data sheets on each product to be used, including:
   1. Preparation instructions and recommendations.
   2. Storage and handling requirements and recommendations.
   3. Installation methods.

1.5 QUALITY ASSURANCE

A. Manufacturer: Minimum five years’ experience manufacturing similar products.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store products in manufacturer's unopened packaging bearing the brand name and manufacturer's identification until ready for installation.

B. Handle materials to avoid damage.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with specification requirements, products by the listed manufacturers or fabricators may be submitted for use in the Work.
   1. Ram Board: www.ramboard.com.
   2. Surface Shields: www.surfaceshields.com.
   3. Trimaco, Inc: www.trimaco.com.

B. Substitutions: Refer to Section 01 25 13 - Product Substitution Procedures
   1. Manufacturers and fabricators not listed must have a minimum of 5 years’ experience manufacturing products meeting or exceeding the specifications and comply with Division 01 requirements regarding substitutions to be considered. Submit as a substitution.

2.2 TEMPORARY FLOOR AND WALL PROTECTION

A. Temporary protection board shall comply with the following requirements, as necessary for the use.
   1. Materials:
   2. Fold lines allowing corner, horizontal and vertical wall protection.

a. Wall guard fold lines at 4 inches (102 mm), 8 inches (203 mm), and 12 inches (305 mm) from edge of board.

3. Allow protected substrates and finishes to cure while being protected.
4. Protection against water, paint, mud, and more.

B. Basis of Design:
1. Basis of Design Products manufactured by Ram Board.
a. Heavy Duty Temporary and Reusable Floor and Wall Protection: Ram Board Model #RB 38-100.
b. Pre-Taped Board: Ram Board Plus Model #RB PLUS 38-100.
c. Reusable Protection for Small Projects: Ram Board Home Edition Model #RBHE 36-50.
d. Painter's Board: Ram Board Painter's Board Model #20RB 35-50.

2.3 DOOR JAMB PROTECTION

A. Door Jamb Protection: Heavy-duty flexible re-usable door jamb protection.
1. Basis of Design Product:
a. Model # RBJP 60 or RBJP 36 Ram Jamb manufactured by Ram Board.
2. Materials: Recycled and recyclable materials.
3. Door Jamb Sizes: Fits 4 to 9 inches (102 to 229 mm) .

2.4 SEAMING AND EDGE TAPES FOR FLOOR PROTECTION

A. Seaming Tape: Used to cover Ram Board seams.
1. Basis of Design Product:
a. Model #RT 3-164 manufactured by Ram Board.
2. Backing: Unique kraft backing tears easily and creates an extremely durable, smooth finish.

B. Vapor-Cure Tape: Used to cover Ram Board seams which prevents tape lines.
1. Basis of Design Product:
a. Model #RB VCT 3-108 manufactured by Ram Board.
2. Performance: Allows vapors and moisture to escape from concrete, glue down floors, stained floors, epoxy floors, refinished floors, vinyl composition tile, and most other floor types.

C. Edge Tape: Used to secure Ram Board Temporary Floor Protection edges to flooring or wall surfaces.
1. Basis of Design Product:
a. Model #RB ET 2.5-180 manufactured by Ram Board.
2. Performance: Easy Release, low tack tape for up to 14 days. Grips tightly to Ram Board while easy release on flooring surfaces up to 14 days.

2.5 PORTABLE JOBSITE TRASH CONTAINERS

A. Portable Jobsite Trash Containers: Portable, reusable jobsite trash container.
1. Basis of Design Product:
a. Trash Box Model # RBTB 16-36 manufactured by Ram Board.
2. Fit Trash Bags: 42 to 50 gallons (159 to 189 liters).
3. Quick self-locking assembly, no tape required.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine substrates for compliance with requirements for installation. Proceed with installation or protection products only after unsatisfactory conditions have been corrected.

B. Do not begin protection installation until substrates have been properly prepared.

C. If substrate preparation is the responsibility of another installer, notify the Architect of unsatisfactory preparation before proceeding.

3.2 INSTALLATION

A. Install protection products in accordance with manufacture's written instructions and approved submittals.

3.3 PROTECTION

A. Protection installed products may be left in place until completion of project or adjacent work.

END OF SECTION 01 56 00

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SECTION 01 57 13 - TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The provisions of the General Conditions, Supplementary Conditions, Drawings, Specifications, and the Sections included under Division 01 General Requirements and References, are included as a part of this Section as though bound herein.

1.2 SUMMARY

A. Section Includes:
   1. Prevention of erosion due to construction activities.
   2. Prevention of sedimentation of waterways, open drainage ways, and storm and sanitary sewers due to construction activities.
   3. Restoration of areas eroded due to insufficient preventive measures.
   4. Performance bond.
   5. Compensation of the Owner for fines levied by authorities having jurisdiction due to non-compliance by Contractor.

B. Related Sections:
   1. Section 32 11 23 - Aggregate Base Course: Temporary and permanent roadways.

1.3 REFERENCE STANDARDS

A. ASTM D4355/D4355M - Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture, and Heat in a Xenon Arc-Type Apparatus; 2021.

B. ASTM D4491/D4491M - Standard Test Methods for Water Permeability of Geotextiles by Permittivity; 2022.

C. ASTM D4533/D4533M - Standard Test Method for Trapezoid Tearing Strength of Geotextiles; 2015 (Reapproved 2023).

D. ASTM D4632/D4632M - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles; 2015a (Reapproved 2023).

E. ASTM D4751 - Standard Test Methods for Determining Apparent Opening Size of a Geotextile; 2021a.

F. ASTM D4873/D4873M - Standard Guide for Identification, Storage, and Handling of Geosynthetic Rolls and Samples; 2017 (Reapproved 2021).

1.4 PERFORMANCE REQUIREMENTS

A. Develop and follow an Erosion and Sedimentation Prevention Plan and submit periodic inspection reports.

B. Do not begin clearing, grading, or other work involving disturbance of ground surface cover until applicable permits have been obtained; furnish all documentation required to obtain applicable permits.

C. Provide to the Owner a Performance Bond covering erosion and sedimentation preventive measures only, in an amount equal to 100 percent of the cost of erosion and sedimentation control work.

D. Timing: Put preventive measures in place as soon as possible after disturbance of surface cover and before precipitation occurs.

E. Storm Water Runoff: Control increased storm water runoff due to disturbance of surface cover due to construction activities for this project.
   1. Prevent runoff into storm and sanitary sewer systems, including open drainage channels, in excess of actual capacity or amount allowed by authorities having jurisdiction, whichever is less.

2. Anticipate runoff volume due to the most extreme short term and 24-hour rainfall events that might occur in 25 years.

F. Erosion On Site: Minimize wind, water, and vehicular erosion of soil on project site due to construction activities for this project.
   1. Control movement of sediment and soil from temporary stockpiles of soil.
   2. Prevent development of ruts due to equipment and vehicular traffic.
   3. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to the Owner.

G. Erosion Off Site: Prevent erosion of soil and deposition of sediment on other properties caused by water leaving the project site due to construction activities for this project.
   1. Prevent windblown soil from leaving the project site.
   2. Prevent tracking of mud onto public roads outside site.
   3. Prevent mud and sediment from flowing onto sidewalks and pavements.
   4. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to the Owner.

H. Sedimentation of Waterways On Site: Prevent sedimentation of waterways on the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.
   1. If sedimentation occurs, install or correct preventive measures immediately at no cost to the Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.
   2. If sediment basins are used as temporary preventive measures, pump dry and remove deposited sediment after each storm.

I. Sedimentation of Waterways Off Site: Prevent sedimentation of waterways off the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.
   1. If sedimentation occurs, install or correct preventive measures immediately at no cost to the Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.

J. Open Water: Prevent standing water that could become stagnant.

K. Maintenance: Maintain temporary preventive measures until permanent measures have been established.

1.5 SUBMITTALS

A. Refer to Section 01 33 00 - Submittal Procedures for submittal procedures.

B. Erosion and Sedimentation Control Plan:
   1. Include:
      a. Site plan identifying soils and vegetation, existing erosion problems, and areas vulnerable to erosion due to topography, soils, vegetation, or drainage.
      b. Site plan showing grading; new improvements; temporary roads, traffic accesses, and other temporary construction; and proposed preventive measures.
      c. Where extensive areas of soil will be disturbed, include storm water flow and volume calculations, soil loss predictions, and proposed preventive measures.
      d. Schedule of temporary preventive measures, in relation to ground disturbing activities.
      e. Other information required by law.
      f. Format required by law is acceptable, provided any additional information specified is also included.
   2. Obtain the approval of the Plan by authorities having jurisdiction.
   3. Obtain the approval of the Plan by Owner.

C. Certificate: Mill certificate for silt fence fabric attesting that fabric and factory seams comply with specified requirements, signed by legally authorized official of manufacturer; indicate actual minimum average roll values; identify fabric by roll identification numbers.

D. Inspection Reports: Submit report of each inspection; identify each preventive measure, indicate condition, and specify maintenance or repair required and accomplished.

PART 2 PRODUCTS

2.1 MATERIALS

A. Grass Seed For Temporary Cover: Select a species appropriate to climate, planting season, and intended purpose. If same area will later be planted with permanent vegetation, do not use species known to be excessively competitive or prone to volunteer in subsequent seasons.

B. Silt Fence Fabric: Polypropylene geotextile resistant to common soil chemicals, mildew, and insects; non-biodegradable; in longest lengths possible; fabric including seams with the following minimum average roll lengths:
   1. Average Opening Size: 30 U.S. Std. Sieve (0.600 mm), maximum, when tested in accordance with ASTM D4751.
   2. Permittivity: 0.05 sec^-1, minimum, when tested in accordance with ASTM D4491/D4491M.
   3. Ultraviolet Resistance: Retaining at least 70 percent of tensile strength, when tested in accordance with ASTM D4355/D4355M after 500 hours exposure.
   4. Tensile Strength: 100 pounds-force (450 N), minimum, in cross-machine direction; 124 pounds-force (550 N), minimum, in machine direction; when tested in accordance with ASTM D4632/D4632M.
   5. Elongation: 15 to 30 percent, when tested in accordance with ASTM D4632/D4632M.
   6. Tear Strength: 55 pounds-force (245 N), minimum, when tested in accordance with ASTM D4533/D4533M.
   7. Color: Manufacturer's standard, with embedment and fastener lines preprinted.
   8. Manufacturers:
      a. Subject to compliance with specification requirements, products by the listed manufacturers or fabricators may be submitted for use in the Work.
      b. Substitutions: Refer to Section 01 25 13 - Product Substitution Procedures.
         1) Manufacturers and fabricators not listed must have a minimum of 5 years' experience manufacturing products meeting or exceeding the specifications and comply with Division 01 requirements regarding substitutions to be considered. Submit as a substitution.

C. Silt Fence Posts: One of the following, minimum 5 feet (1500 mm) long:

D. Gravel: Refer to Section 32 11 23 - Aggregate Base Courses for aggregate.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine site and identify existing features that contribute to erosion resistance; maintain such existing features to greatest extent possible.

3.2 PREPARATION

A. Schedule work so that soil surfaces are left exposed for the minimum amount of time.

3.3 SCOPE OF PREVENTIVE MEASURES

A. In all cases, if permanent erosion resistant measures have been installed temporary preventive measures are not required.

B. Construction Entrances: Traffic-bearing aggregate surface.
   1. Width: As required; 20 feet (7 m), minimum.
   2. Length: 50 feet (16 m), minimum.

3. Provide at each construction entrance from public right-of-way.
4. Where necessary to prevent tracking of mud onto right-of-way, provide wheel washing area out of direct traffic lane, with drain into sediment trap or basin.

C. Linear Sediment Barriers: Made of silt fences.
1. Provide linear sediment barriers:
a. Along downhill perimeter edge of disturbed areas, including soil stockpiles.
2. Space sediment barriers with the following maximum slope length upslope from barrier:
a. Slope of Less Than 2 Percent: 100 feet (30 m)..
b. Slope Between 2 and 5 Percent: 75 feet (23 m).
c. Slope Between 5 and 10 Percent: 50 feet (15 m).
d. Slope Between 10 and 20 Percent: 25 feet (7.5 m).
e. Slope Over 20 Percent: 15 feet (4.5 m).

D. Storm Drain Curb Inlet Sediment Trap: Protect each curb inlet using one of the following measures:
1. Filter fabric wrapped around hollow concrete blocks blocking entire inlet face area; use one piece of fabric wrapped at least 1-1/2 times around concrete blocks and secured to prevent dislodging; orient cores of blocks so runoff passes into inlet.
2. Straw bale row blocking entire inlet face area; anchor into pavement.

E. Storm Drain Drop Inlet Sediment Traps: As indicated on Drawings.

F. Temporary Splash Pads: Stone aggregate over filter fabric; size to suit application; provide at downspout outlets and storm water outlets.

G. Soil Stockpiles: Protect using one of the following measures:
1. Cover with polyethylene film, secured by placing soil on outer edges.
2. Cover with mulch at least 4 inches (100 mm) thickness of pine needles, sawdust, bark, wood chips, or shredded leaves, or 6 inches (150 mm) of straw or hay.

H. Mulching: Use only for areas that may be subjected to erosion for less than 6 months.

I. Temporary Seeding: Use where temporary vegetated cover is required.

3.4 INSTALLATION

A. Traffic-Bearing Aggregate Surface:
1. Excavate minimum of 6 inches (150 mm).
2. Place geotextile fabric full width and length, with minimum 12 inch (300 mm) overlap at joints.
3. Place and compact at least 6 inches (150 mm) of 1 1/2 to 3 1/2 inch (40 to 90 mm) diameter stone.

B. Silt Fences:
1. Store and handle fabric in accordance with ASTM D4873/D4873M.
2. Where slope gradient is less than 3:1 or barriers will be in place less than 6 months, use nominal 16 inch (405 mm) high barriers with minimum 36 inch (905 mm) long posts spaced at 6 feet (1830 mm) maximum, with fabric embedded at least 4 inches (100 mm) in ground.
3. Where slope gradient is steeper than 3:1 or barriers will be in place over 6 months, use nominal 28 inch (710 mm) high barriers, minimum 48 inch (1220 mm) long posts spaced at 6 feet (1830 mm) maximum, with fabric embedded at least 6 inches (150 mm) in ground.
4. Where slope gradient is steeper than 3:1 and vertical height of slope between barriers is more than 20 feet (6 m), use nominal 32 inch (810 mm) high barriers with woven wire reinforcement and steel posts spaced at 4 feet (1220 mm) maximum, with fabric embedded at least 6 inches (150 mm) in ground.
5. Install with top of fabric at nominal height and embedment as specified.

6. Do not splice fabric width; minimize splices in fabric length; splice at post only, overlapping at least 18 inches (460 mm), with extra post.
7. Wherever runoff will flow around end of barrier or over the top, provide temporary splash pad or other outlet protection; at such outlets in the run of the barrier, make barrier not more than 12 inches (300 mm) high with post spacing not more than 4 feet (1220 mm).

C. Temporary Seeding:
1. When hydraulic seeder is used, seedbed preparation is not required.
2. When surface soil has been sealed by rainfall or consists of smooth undisturbed cut slopes, and conventional or manual seeding is to be used, prepare seedbed by scarifying sufficiently to allow seed to lodge and germinate.
3. If temporary mulching was used on planting area but not removed, apply nitrogen fertilizer at 1 pound per 1000 sq ft (0.5 kg per 100 sq m).
4. On soils of very low fertility, apply 10-10-10 fertilizer at rate of 12 to 16 pounds per 1000 sq ft (6 to 8 kg per 100 sq m).
5. Incorporate fertilizer into soil before seeding.
6. Apply seed uniformly; if using drill or cultipacker seeders place seed 1/2 to 1 inch (12 to 25 mm) deep.
7. Irrigate as required to thoroughly wet soil to depth that will ensure germination, without causing runoff or erosion.
8. Repeat irrigation as required until grass is established.

3.5 MAINTENANCE

A. Inspect preventive measures weekly, within 24 hours after the end of any storm that produces 0.5 inches (13 mm) or more rainfall at the project site, and daily during prolonged rainfall.

B. Repair deficiencies immediately.

C. Silt Fences:
1. Promptly replace fabric that deteriorates unless need for fence has passed.
2. Remove silt deposits that exceed one-third of the height of the fence.
3. Repair fences that are undercut by runoff or otherwise damaged, whether by runoff or other causes.

D. Clean out temporary sediment control structures weekly and relocate soil on site.

E. Place sediment in appropriate locations on site; do not remove from site.

3.6 CLEAN UP

A. Remove temporary measures after permanent measures have been installed, unless permitted to remain by the Architect.

B. Clean out temporary sediment control structures that are to remain as permanent measures.

C. Where removal of temporary measures would leave exposed soil, shape surface to an acceptable grade and finish to match adjacent ground surfaces.

END OF SECTION 01 57 13

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SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The provisions of the General Conditions, Supplementary Conditions, Drawings, Specifications, and the Sections included under Division 01 General Requirements and References, are included as a part of this Section as though bound herein.

1.2 SUMMARY

A. Section Includes: Administrative and procedural requirements for selection of products, including but not limited to:
   1. Product delivery, storage, and handling.
   2. Product warranties.
   3. Comparable products.

1.3 DEFINITIONS

A. Refer to Section 01 42 16 - Definitions for the following terms:
   1. Basis of Design Product Specification.
   2. Product.
      a. Comparable Product.
      b. Named Products.
      c. New Products.

1.4 SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
   1. Include data to indicate compliance with the specified requirements.
   2. Architect's Action: If necessary, the Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect shall notify the Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
      a. Form of Approval: As specified in Section 01 33 00 - Submittal Procedures.
      b. Use product specified if the Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis of Design Product Specification Submittal: Comply with requirements in Section 01 33 00 - Submittal Procedures. Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If the Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
   1. The Contractor is responsible for providing products and construction methods compatible with other products and construction methods of the work.
   2. If a dispute arises between contractors over concurrently selectable but incompatible products, the Architect will determine which products shall be used.

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 and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

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

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

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 the Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to the Owner.
2. Warranty: Written warranty required by the Contract Documents to provide specific rights for the Owner.

B. Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
1. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
2. See other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 01 77 00 - Closeout Procedures.

PART 2 PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and items needed for 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. The 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”, the Architect shall make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

B. Product Selection Procedures:
1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for the Contractor's convenience will not be considered.
3. Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for the Contractor's convenience will not be considered.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for the Contractor's convenience will not be considered.
5. Basis of Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and characteristics based on the product named. Comply with requirements for consideration of an unnamed product by one of the named manufacturers.

C. Visual Matching Specification: Where Specifications require “match Architect's sample”, provide a product that complies with requirements and matches the Architect's sample. Architect's decision will be final on whether a proposed product matches.
1. If no product available within specified category matches and complies with specified requirements, comply with requirements of Section 01 25 13 - Product Substitution Procedures for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase “selected by the Architect” or similar phrase, select a product that complies with requirements. The Architect shall select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

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

PART 3 EXECUTION

NOT USED

END OF SECTION 01 60 00

SECTION 01 61 16 - VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The provisions of the General Conditions, Supplementary Conditions, Drawings, Specifications, and the Sections included under Division 01 General Requirements and References, are included as a part of this Section as though bound herein.

1.2 SUMMARY

A. Section Includes:
   1. Requirement for installer certification that they did not use any non-compliant products.

B. Related Requirements:
   1. Section 01 33 00 - Submittal Procedures: Submittal procedures.
   2. Section 07 92 00 - Joint Sealants: Emissions-compliant sealants.

1.3 INCLUDED PRODUCTS

A. Inherently Non-Emitting Materials: Products composed wholly of minerals or metals, unless they include organic-based surface coatings, binders, or sealants; and specifically the following:

1.4 SUBMITTALS

A. Refer to Section 01 33 00 - Submittal Procedures for submittal procedures.

B. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.

C. Installer Certifications Regarding Prohibited Content: Require each installer of any type of product (not just the products for which VOC restrictions are specified) to certify that either 1) no adhesives, joint sealants, paints, coatings, or composite wood or agrifiber products have been used in the installation of installer's products, or 2) that such products used comply with these requirements.

1.5 QUALITY ASSURANCE

A. Indoor Emissions Standard and Test Method: CAL (CDPH SM), using Standard Private Office exposure scenario and the allowable concentrations specified in the method, and range of total VOC's after 14 days.
   1. Wet-Applied Products: State amount applied in mass per surface area.
   2. Paints and Coatings: Test tinted products, not just tinting bases.
   3. Evidence of Compliance: Acceptable types of evidence are the following;
      a. Current UL (GGG) certification.
      b. Current SCS (CPD) Floorscore certification.
      c. Current SCS (CPD) Indoor Advantage Gold certification.
      d. Current listing in CHPS (HPPD) as a low-emitting product.
      e. Current CRI (GLP) certification.
      f. Test report showing compliance and stating exposure scenario used.
   4. Product data submittal showing VOC content is NOT acceptable evidence.
   5. Manufacturer's certification without test report by independent agency is NOT acceptable evidence.

B. VOC Content Test Method: 40 CFR 59, Subpart D (EPA Method 24), or ASTM D3960, unless otherwise indicated.
   1. Evidence of Compliance: Acceptable types of evidence are:
      a. Report of laboratory testing performed in accordance with requirements.
      b. Published product data showing compliance with requirements.
      c. Certification by manufacturer that product complies with requirements.

C. Composite Wood Emissions Standard: CARB (ATCM) for ultra-low emitting formaldehyde (ULEF) resins.
   1. Evidence of Compliance: Acceptable types of evidence are:
      a. Current SCS "No Added Formaldehyde (NAF)" certification; www.scscertified.com.
      b. Report of laboratory testing performed in accordance with requirements.
      c. Published product data showing compliance with requirements.
      d. Certification by manufacturer that product complies with requirements.

D. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

PART 2 PRODUCTS

2.1 MATERIALS

A. All Products: Comply with the most stringent of federal, State, and local requirements, or these specifications.

B. Indoor-Emissions-Restricted Products: Comply with Indoor Emissions Standard and Test Method, except for:
   1. Composite Wood, Wood Fiber, and Wood Chip Products: Comply with Composite Wood Emissions Standard or contain no added formaldehyde resins.

C. VOC-Content-Restricted Products: VOC content not greater than required by the following:

PART 3 EXECUTION

3.1 FIELD QUALITY CONTROL

A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to the Owner.

B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by the Contractor.

END OF SECTION 01 61 16

SECTION 01 73 00 - EXECUTION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The provisions of the General Conditions, Supplementary Conditions, Drawings, Specifications, and the Sections included under Division 01 General Requirements and References, are included as a part of this Section as though bound herein.

1.2 SUMMARY

A. Section Includes: Administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
   1. Construction layout.
   2. Installation of the Work.
   3. Coordination of Owner-installed products.
   4. Progress cleaning.
   5. Protection of installed construction.

1.3 DEFINITIONS

A. Refer to Section 01 42 16 - Definitions for the following terms:
   1. Cutting.
   2. Patching.

1.4 SUBMITTALS

A. Certificates: Submit certificate signed by land surveyor or professional engineer certifying that location and elevation of improvements comply with requirements.

B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

C. Certified Surveys: Submit two copies signed by land surveyor.

D. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

1.5 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor legally qualified to practice in the State of Texas, who is experienced in providing land surveying services of the kind indicated.

B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 PRODUCTS

2.1 MATERIALS

A. Comply with requirements specified in other Sections.

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

PART 3 EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not warranted. Before beginning site Work, investigate and verify existence and location of underground utilities, mechanical and electrical systems, and construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water service piping; underground electrical services, and other utilities.
2. Furnish location data for Work related to the Work that must be performed by public utilities serving the site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

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

D. Proceed with installation after correcting unsatisfactory conditions. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to the Owner necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with Authorities Having Jurisdiction (AHJ).

B. 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.

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

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to the Architect according to requirements in Section 01 31 00 - Project Management and Coordination.

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, promptly notify the Architect.

B. Engage a land surveyor or professional engineer to lay out the Work using accepted surveying practices.
1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as necessary to locate each element of Project.
2. Establish limits on use of site.
3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
4. Inform installers of lines and levels to which they must comply.

5. Check the location, level and plumb, of every major element as the Work progresses.
6. Notify the Architect when deviations from required lines and levels exceed allowable tolerances.
7. Close site surveys with an error of closure equal to or less than the standard established by Authorities Having Jurisdiction (AHJ).

C. Record Log: Maintain a log of layout control Work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by the Architect.

3.4 INSTALLATION

A. 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.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
4. Maintain minimum headroom clearance of 96 inches (2,440 mm) in occupied spaces and 90 inches (2,300 mm) in unoccupied spaces.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

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

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. 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.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous. Materials containing asbestos and BCPs are prohibited.

3.5 OWNER-INSTALLED PRODUCTS

A. Site Access: Provide access to site for the Owner's construction personnel.

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

3.6 PROGRESS CLEANING

A. Clean site and Work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
   1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
   2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 degrees F (27 degrees C).
   3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
      a. Use containers intended for holding waste materials of type to be stored.
   4. Coordinate progress cleaning for joint-use areas where the Contractor and other contractors are working concurrently.

B. Site: Maintain 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: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 50 00 - Temporary Facilities and Controls.

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.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion. Refer to Section 01 56 00 - Temporary Barriers and Enclosures.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 01 73 00

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SECTION 01 73 29 - CUTTING AND PATCHING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The provisions of the General Conditions, Supplementary Conditions, Drawings, Specifications, and the Sections included under Division 01 General Requirements and References, are included as a part of this Section as though bound herein.

1.2 SUMMARY

A. Section Includes: Procedural requirements for cutting and patching.

1.3 DEFINITIONS

A. Refer to Section 01 42 16 - Definitions for the following terms:
   1. Cutting.
   2. Patching.

1.4 SUBMITTALS

A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:
   1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
   2. Changes to In Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
   3. Products: List products used for patching and firms or entities that will perform patching Work.
   4. Dates: Indicate when cutting and patching will be performed.
   5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
      a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

1.5 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

B. Structural Elements: When cutting and patching structural elements, notify the Architect of locations and details of cutting and await directions from the Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.

C. Operational Elements: Do not cut and patch operating elements and related components that results in reducing the capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
   1. Primary operational systems and equipment.
   2. Fire separation assemblies.
   3. Air or smoke barriers.
   4. Fire suppression systems.
   5. Mechanical systems piping and ducts.
   6. Control systems.
   7. Communication systems.
   8. Fire detection and alarm systems.
   9. Conveying systems.

10. Electrical wiring systems.
11. Operating systems of special construction.

D. Miscellaneous Elements: Do not cut and patch the following elements or related components that change the load bearing capacity, resulting in a reduction of capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
1. Water, moisture, or vapor barriers.
2. Membranes and flashings.
3. Exterior curtain wall construction.
4. Equipment supports.
5. Piping, ductwork, vessels, and equipment.
6. Noise and vibration control elements and systems.
7. Sprayed fire resistive material.

E. Visual Requirements: Do not cut and patch construction resulting 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 the Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
1. If possible, retain original Installer or fabricator to cut and patch exposed Work. If possible, engage original Installer or fabricator. If original installer is not available, engage recognized, experienced, and specialized firm for the Work.

F. Cutting and Patching Conference: Before proceeding, meet at 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. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 PRODUCTS

2.1 MATERIALS

A. Comply with specified requirements.

B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing 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 existing 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 existing finishes or primers.
2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect existing 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 Services: Where removal, relocation, or abandonment is necessary, bypass existing services before cutting to avoid interruption of services to occupied areas.

3.3 CUTTING AND PATCHING

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

B. Temporary Support: Provide temporary support of Work to be cut.

C. 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.

D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 01 10 00 - Summary.

E. Cutting: Cut existing 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.
   1. 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.
   2. Finished Surfaces: Cut or drill from exposed or finished side into concealed surfaces.
   3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
   4. Excavating and Backfilling: Comply with requirements in applicable earthwork specifications by cutting and patching operations.
   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.

F. 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 of these Specifications.
   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 to 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 are removed, extend one finished area into another, patch and repair surfaces in new space. Provide even surface of uniform finish,

color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary to achieve uniform color and appearance.

4. 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.
5. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
6. Exterior Building Enclosure: Patch components and restore enclosure to a weathertight condition.

END OF SECTION 01 73 29

SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The provisions of the General Conditions, Supplementary Conditions, Drawings, Specifications, and the Sections included under Division 01 General Requirements and References, are included as a part of this Section as though bound herein.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:
   1. Disposing of non-hazardous waste.

1.3 DEFINITIONS

A. Refer to Section 01 42 16 - Definitions for the following terms:
   1. Construction Waste.
   2. Demolition Waste.
   3. Disposal.
   4. Recycle.
   5. Salvage.
   6. Salvage and Reuse.

1.4 SUBMITTALS

A. Waste Management Plan: Submit plan within 10 days of date established for commencement of the work.

B. Waste Reduction Progress Reports:
   1. Concurrent with each Application for Payment, submit report.
   2. Include the following information:
      a. Material category.
      b. Generation point of waste.
      c. Total quantity of waste in tons (tonnes).

C. Waste Reduction Calculations: Before request for Substantial Completion, submit calculated end of Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.

D. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.5 QUALITY ASSURANCE

A. Waste Management Coordinator Qualifications: Firm having minimum 10 years documented experience in specializing in waste management coordination.

B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

C. Waste Management Conference:
   1. Conduct conference at site. Review methods and procedures related to waste management including, but not limited to, the following:
      a. Review and discuss waste management plan including responsibilities of waste management coordinator.
      b. Review requirements for documenting quantities of each type of waste and its disposition.
      c. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.

d. Review procedures for periodic waste collection and transportation to disposal facilities.
e. Review waste management requirements for each trade.

1.6 PERFORMANCE REQUIREMENTS

A. Conform to applicable regulations regarding Solid Waste Control.

B. Practice efficient waste management in the use of materials in the course of the Work.

1.7 WASTE MANAGEMENT PLAN

A. Develop a waste management plan and requirements.
1. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis.

B. Waste Identification: Indicate anticipated types and quantities of demolition site clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.

C. Waste Reduction Work Plan:
1. List each type of waste and whether it will be salvaged or recycled. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
a. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
b. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.

D. Cost/Revenue Analysis:
1. Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan.
2. Include the following:
a. Total quantity of waste.
b. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
c. Total cost of disposal (with no waste management).
d. Savings in hauling and tipping fees by donating materials.
e. Savings in hauling and tipping fees that are avoided.
f. Handling and transportation costs. Include cost of collection containers for each type of waste.
g. Net additional cost or net savings from waste management plan.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 PLAN IMPLEMENTATION

A. Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract:
1. Comply with operation, termination, and removal requirements in Section 01 50 00 - Temporary Facilities and Controls.

B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan.

C. Training:

1. Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work:
    a. Distribute waste management plan to everyone concerned within three (3) days of submittal return.
    b. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.

D. Site Access and Temporary Controls:
1. Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities:
    a. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
    b. Comply with Section 01 50 00 - Temporary Facilities and Controls for the control of dust and dirt, environmental protection, and noise control.

E. Waste Management in Historic Zones or Areas: Hauling equipment and other materials shall be of sizes that clear surfaces within historic spaces, areas, rooms, and openings, by 12 inches (300 mm) or more.

3.2 DISPOSAL OF WASTE

A. Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction:
1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Disposal: Remove waste materials and dispose of at designated spoil areas on Owner's property.

END OF SECTION 01 74 19

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SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The provisions of the General Conditions, Supplementary Conditions, Drawings, Specifications, and the Sections included under Division 01 General Requirements and References, are included as a part of this Section as though bound herein.

1.2 PRE-CLOSEOUT MEETING

A. Pre-Closeout Meeting: Schedule and convene Pre-Closeout Meeting with Owner and Architect in accordance with Section 01 31 00 - Project Management and Coordination.

1.3 SUBSTANTIAL COMPLETION

A. Items listed in Supplementary Conditions, Article 9, Section 9.8 "Substantial Completion" and the following items shall be completed before Substantial Completion will be granted:
   1. Contractor’s Completion List (Punch List): Submit a thorough list of items to be completed or corrected, along with a written request for Substantial Completion and for review of the Work or portion of the Work. The Architect’s Project Representative, at their discretion, may attend and assist in the preparation of the Contractor's Punch List.
   2. Architect’s Supplemental Punch List: The Architect, along with the Owner at the Owner’s discretion, will inspect the Work utilizing the Contractor's prepared Punch List, noting completed items and incomplete items, and will prepare a supplemental list of items that have been omitted or incomplete items that were not previously noted.
   3. Operations and Maintenance Manuals: Submit as described in "Operations and Maintenance Manuals" article below.
   4. Final Cleaning: Provide final cleaning and adequate protection of installed construction as described in "Final Cleaning" and "Protecting Installed Construction" articles below.
   5. Testing and Balancing: Testing and balancing of systems must be performed and completed by Owner’s forces, and the report submitted and accepted by Architect and Owner, as described in the Contract Documents. Make adjustments to equipment as required to achieve acceptance.

B. Date of Substantial Completion: Complete or correct items identified on Punch List and confirm that all items have been corrected prior to Architects re-inspection. Architect, along with the Owner, will re-inspect the corrected work to establish the Date of Substantial Completion. Incomplete items remaining will be appended to the Certificate of Substantial Completion (AIA G704). The Date of Substantial Completion represents day one (1) of the closeout period, and represents the date of commencement of the Contractors correctional period and all warranty periods as described and required by the Contract Documents, except as amended in the Certificate of Substantial Completion and elsewhere in the Contract Documents.

C. Certificate of Substantial Completion: When the Work or designated portion thereof is substantially complete, Architect shall prepare the Certificate of Substantial Completion to be executed by the Owner and Contractor. Items on the appended Punch List shall be completed or corrected within the time limits established in the Certificate.

1.4 PUNCH LIST

A. A comprehensive list prepared by the Contractor prior to Substantial Completion, and attached thereto, to establish all items to be corrected, or limited items of work to be completed, if any. This list is intended to represent a limited number of items needing attention.

B. Punch lists shall be furnished to the Architect in Microsoft Excel and PDF formats. The punch list shall be in matrix form and shall include the following information for each punch list item:
   1. Room number or other suitable location identifier
   2. Description of the work

3. Sub-contractor/trade sign-off that the work has been verified to be 100% complete and in accordance with the Contract Documents
4. Sub-contractor/trade sign-off date
5. Contractor sign-off that the work has been verified to be 100% complete and in accordance with the Contract Documents
6. Contractor/trade sign-off date
7. Architect consultant sign-off
8. Architect consultant sign-off date
9. If requested by Owner, provide two additional similar columns for their signoff.
10. In the case of excessive repetition of the same item at various locations, the punch list may contain "general notes/items" that shall be applied to the entire project; and it shall be the responsibility of the Contractor to thoroughly examine the entire project and make corrective measures at all applicable locations.

C. Should the Architect determine that the Contractor's punch list lacks sufficient detail or requires extensive supplementation, the punch list will be returned to the Contractor for reinspection and revision. The date of Substantial Completion will be delayed until the punch list submitted is a reasonable representation of the work to be done.

D. A significantly large number of items to be completed or corrected will preclude Architect from issuing a Certificate of Substantial Completion. Owner and Architect will be the sole judge of what constitutes a significantly large number of items. It is anticipated that the detailed list of items of work to be completed or corrected at the Date of Substantial Completion will be no longer than five (5) typed pages.

E. Contractor's superintendent shall participate in the preparation of Contractor's punch list that is submitted to Architect and Owner for supplementation. Upon receipt, Architect and Consultants shall perform a spot review to determine the adequacy and completeness of Contractor's punch list.

F. Upon receipt of an acceptable Contractor's punch list, the Contractor's Superintendent shall accompany Architect, their Consultants and Owner (at their discretion) during their observation and the preparation of their supplements to the Contractor's punch list.
1. Superintendent shall record or otherwise take note of all supplementary items.
2. Architect shall endeavor to furnish to Contractor typed, hand-written, or recorded supplements to the punch list in a prompt manner; however, any delay in Contractor's receiving said supplements from Architect will not be cause for a claim for additional cost or extension of time as Contractor's Superintendent shall have been in attendance during the observations of Architect and their Consultants and will have been expected to take their own notes.

1.5 OPERATIONS AND MAINTENANCE MANUAL

A. As a requirement for Substantial Completion, the final Operation and Maintenance Manual shall be submitted to, and reviewed and accepted by the Architect prior to issuance of the Certificate.

B. Prepare 3-ring D-slant binder cover and spline with printed title "OPERATIONS AND MAINTENANCE MANUAL", title of project, and subject matter of binder when multiple binders are required.

C. Submit one (1) copy of preliminary Operations and Maintenance Manuals to respective consultants (Civil, MEP, Structural, etc.) for review of conformance with contract requirements prior to submitting final to Architect. Allow time for proper review.

D. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

E. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

F. Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
   1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.
   2. Part 2: Operation and Maintenance, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
      a. Significant design criteria.
      b. List of equipment.
      c. Parts list for each component.
      d. Equipment start-up instructions
      e. Operating instructions.
      f. Maintenance instructions for equipment and systems.
      g. Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
   3. Part 3: Project documents and certificates, including the following:
      a. Product data.
      b. Air and water balance reports.
      c. Photocopies of warranties, certificates and bonds. Submit originals with Closeout Documents as specified below.

G. Submit one (1) final original and two (2) copies to Architect.

H. Contractor shall provide a DVD, in PDF Format, the following documents after approval by the Architect, Consultants, and Owner: Closeout manual, Material Safety Data Sheet (MSDS) binder, Operations and Maintenance (O&M) Manuals, specifications, and approved submittals. Documents shall be hyper-linked to the Table of Contents.

1.6 PROJECT CLOSEOUT

A. Final Payment will not be authorized by Architect until Architect finds the Work acceptable under the Contract Documents, subject to the completion and acceptance of the following requirements and other applicable contract requirements:
   1. Close-out Documents: Provide bound closeout documents as described in "Closeout Documents" article below. Refer to Supplementary Conditions, Article 9, Section 9.10 "Final Completion and Final Payment" for additional information.
   2. Record Documents: Submit as described in "Project Record Documents" article below.
   3. Extra Materials: Provide extra stock, materials, and products as described in "extra Stock, Materials, and Maintenance Products" article below when required by individual specification sections.
   4. Locks: Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner’s personnel of changeover in security provisions.
   5. Temporary Facilities: Discontinue and remove temporary facilities from the site, along with mockups, construction aids, and similar elements.
   6. Warranties, Certificates and Bonds: Execute and assemble transferable warranty documents, certificates, and bonds from subcontractors, suppliers, and manufacturers as described in "Warranties, Certificates, and Bonds" article below.
   7. Final Examination and Acceptance by Architect: As described in "Final Examination" article below.

1.7 CLOSEOUT DOCUMENTS

A. Coordinate the following items with the requirements of Section 00 73 00 - Supplementary Conditions.

B. Prepare 3-ring D-slant binder cover and spline with printed title "CLOSEOUT DOCUMENTS", title of project, and subject matter of binder when multiple binders are required. Submit one original and two copies.

C. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

D. The close-out documents shall be neatly organized and easily useable as determined by the Architect and the Owner. Separate Close-out Documents binders from Operations and Maintenance Manuals. Documents identified as "affidavit" shall be notarized.

E. Contents: Prepare Table of Contents for each volume, with each item description identified, typed on white paper, in five (5) parts as follows:
   1. Part 1: Directory, listing names, addresses, and telephone numbers of the Architect, the Contractor, Subcontractors, and major equipment suppliers. All Contractor's vendors/suppliers and subcontractors that provided materials or performed any work related to this project must be listed on this form. Submit Final List of Subcontractors on Section 00 43 36 - Proposed Subcontractors Form.
   2. Part 2: Closeout Documents and Affidavits, include the following:
      a. AIA G706 - Contractor's Affidavit of Payment of Debts and Claims;
      b. AIA G706A - Contractor's Affidavit of Release of Liens;
      c. AIA G707 - Consent of Surety to Final Payment;
   3. Part 3: Project documents and certificates, including the following:
      a. Copy of Certificate of Substantial Completion (AIA G704);
      b. Copy of All Permits;
      c. Copy of Final Utility Bill or letter of transfer;
      d. Copy of Certificate of Occupancy;
   4. Part 4: Warranties, Release of Liens, compile sequentially based on specification sections:
      a. General Contractor's Warranty: Submit on company letterhead as described below. This Warranty shall state all sections of Work performed by the Contractor's own forces, and warranty period for each section of Work;
      b. Subcontractor's Release of Lien: Include contractor's, subcontractor's and direct material and equipment supplier's separate final releases. Submit on attached 01 77 01 - Closeout Form A - Subcontractor's Affidavit of Release of Lien.
      c. Hazardous Material Certificate: Affidavits from the Contractor, Subcontractors, and General Contractor's vendors or suppliers stating that no hazardous materials/products have been used or installed in this project. Submit on attached 01 77 02 - Closeout Form B - Subcontractor Hazardous Material Certificate.
      d. Subcontractor's Warranty: Provide notarized Warranty stating all sections of Work performed by subcontractor and warranty period. Submit on attached 01 77 03 - Closeout Form C - Subcontractor Warranty.
      e. Special / Extended Warranties; List and provide, notarized warranties requested by the Owner, or required by or incorporated in the Contract Documents.
      f. Spreadsheet depicting all items and materials that carry a warranty longer than one (1) year. Include information consisting of material/ supplier/ installer/ specification section/ length of warranty and contact information.
   5. Part 5: Receipts:
      a. Extra Stock: Provide original receipts for delivery of "Extra Stock" items as described below. Receipts must be signed by an authorized Owner's representative;
      b. Keys: Provide original receipts for delivery of "Keys". Receipts must be signed by an authorized the Owner's representative.
      c. Sign in sheets: provide signatures of attendees from all demonstrations.

F. In addition to the three (3) required close-out binders listed above, provide Architect with one separate binder for their records containing the following:
   1. Directory, listing names, addresses, and telephone numbers of the Architect, the Contractor, Subcontractors, and major equipment suppliers;
   2. All MSDS sheets for the project;
   3. All warranties from the Contractor, subcontractors, direct suppliers, and manufacturers.

G. Failure to complete and close-out project after substantial completion may result in liquidated damages being assessed to the Contractor. Refer to Conditions of the Contract for additional requirements and liquidated damages.

1.8 FINAL CLEANING

A. Execute final cleaning prior to final project inspection and acceptance.

B. Clean interior and exterior glass, and surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces, mop hard floor surfaces.

C. Remove smudges, marks, stains, fingerprints, soil, dirt, spots, dust, lint, and other foreign materials from finished and exposed surfaces

D. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.

E. Remove waste and surplus materials, rubbish, and temporary construction facilities from site.

1.9 PROTECTING INSTALLED CONSTRUCTION

A. Protect installed Work and provide special protection as specified in Section 01 56 00 - Temporary Barriers and Enclosures and where specified in individual specification sections until Work is accepted by the Architect and the Owner.

B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

1.10 PROJECT RECORD DOCUMENTS

A. Project Record Documents, as described in Section 01 78 39, shall be submitted at Project Closeout. Final Payment will not be authorized by the Architect until final review and acceptance by the Architect is achieved in accordance with the Owner's requirements.

B. At the Contractor's request, and with associated fee, the Architect may provide electronic versions of the construction drawing and specification files for the Contractor's use, subject to the terms and conditions of the Architect's standard electronic document transfer agreement.

C. Submit reproducible to respective consultants (Civil, Structural, MEP, etc.) for review. Consultant will mark-up corrections and return to the Contractor for final revisions. Make final revisions prior to submitting to the Architect.

1.11 EXTRA STOCK, MATERIALS, AND MAINTENANCE PRODUCTS

A. Furnish extra stock, maintenance, and extra products in quantities specified in individual specification sections.

B. Deliver to Project site or to the Owner’s Maintenance Department as directed by the Owner; obtain signed receipt from Owner's Designated Representative (ODR) prior to final application for payment. Delivery of materials to, or obtaining receipt from anyone other than Owner's Designated Representative (ODR) may constitute breach of this requirement and may require delivery of additional materials at no cost to the Owner if original materials are misplaced.

C. Include signed receipts for delivery of extra stock and materials, including keys, with Closeout Documents.

1.12 WARRANTIES, CERTIFICATES, AND BONDS

A. Definitions:
   1. Standard Product Warranties: preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
   2. Special Warranties: Written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide coverage of specific defects, or both.

B. In accordance with the general warranty obligations under General Conditions, Article 3, Section 3.5 "Warranty" as amended by the Supplementary Conditions, the Contractor's warranty shall be for a period of one (1) year following the date of Substantial Completion, hereinafter called the one-year warranty period. The Contractor's one-year general warranty shall include all labor, material and delivery costs required to correct defective material and installation. This warranty shall not limit the Owner’s rights with respect to latent defects, gross mistakes, or fraud.

C. The Contractor’s one-year warranty shall run concurrently with the one (1) year period for correction of Work required under General Conditions, Article 12, Section 12.2 "Correction of Work".

D. No service charges or call out charges are allowed to investigate warranty claims.

E. In addition to the Contractor's one-year warranty, Special Warranties as described in individual specifications sections, shall extend the warranty period for the period specified without limitation in respect to other obligations which the Contractor has under the Contract Documents.

F. Manufacturer’s disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve the suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

G. Warranty Requirements:
   1. When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
   2. When Work covered by a warranty has failed and been corrected by replacement or reconstruction, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
   3. Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
   4. Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
   5. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or designated portion of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

H. Compile copies of each required warranty properly executed by the Contractor and the subcontractor, supplier, or manufacturer. Verify documents are in proper form, contain full information, and are notarized. Co-execute warranties, certificates and bonds when required and include signed warrantees with Closeout Documents submitted to the Architect.

1.13 FINAL COMPLETION AND FINAL PAYMENT

A. Final Notice and Examination:
   1. When all items on the Punch List have been corrected, final cleaning has been completed, and installed work has been protected, submit written notice to the Architect that the Work is ready for final examination.
   2. Upon receipt of written notice that the Work is ready for final inspection and acceptance, the Architect will make final examination.

B. Final Change Order: When the Project Closeout items described above are successfully completed and the Work is found acceptable to the Architect and the Owner, a Final Change Order will be executed. This Change Order will include any Allowance adjustments as required by the Contract Documents.

C. Final Application for Payment: When all of the above items are successfully complete, submit to the Architect a final Application for Payment and request for release of retainage.

D. Release of Retainage: Release of retainage will not be authorized by the Architect until the Contractor completes all requirements for close-out to the satisfaction of the Owner and the Architect as described herein.

1.14 FINAL EXAMINATION

A. Immediately prior to expiration of the one (1) year period for correction of the Work, the Contractor shall make an inspection of the work in the company of the Architect and Owner. Architect and the Owner shall be given not less than ten days notice prior to the anticipated date of final examination.

B. Where any portion of the work has proven to be defective and requires replacement, repair or adjustment, the Contractor shall immediately provide materials and labor necessary to remedy such defective work and shall execute such work without delay until completed to the satisfaction of the Architect and the Owner, even if the date of completion of the corrective work may extend beyond the expiration date of the correction period.

C. The Contractor shall not be responsible for correction of work which has been damaged because of neglect or abuse by the Owner nor the replacement of parts necessitated by normal wear in use.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01 77 00

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AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)

PROJECT NUMBER: /
CONTRACT FOR:
CONTRACT DATE:

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☒

TO OWNER:
(Name and address)

TO CONTRACTOR:
(Name and address)

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty | Date of Commencement

ARCHITECT | BY | DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

CONTRACTOR | BY | DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

OWNER | BY | DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

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AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*	ARCHITECT'S PROJECT NUMBER:	OWNER: ☒
		ARCHITECT: ☒
	CONTRACT FOR:	CONTRACTOR: ☒
TO OWNER: *(Name and address)*	CONTRACT DATED:	SURETY: ☐
		OTHER: ☒

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*	ARCHITECT'S PROJECT NUMBER:	OWNER: ☒
		ARCHITECT: ☒
	CONTRACT FOR:	
TO OWNER: *(Name and address)*	CONTRACT DATED:	CONTRACTOR: ☒
		SURETY: ☐
		OTHER: ☒

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY: _____

(Signature of authorized representative)

_____

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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Consent Of Surety to Final Payment

PROJECT: *(Name and address)*	ARCHITECT'S PROJECT NUMBER:	OWNER: ☒
		ARCHITECT: ☒
	CONTRACT FOR:	CONTRACTOR: ☒
TO OWNER: *(Name and address)*	CONTRACT DATED:	SURETY: ☐
		OTHER: ☒

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(*Insert name and address of Surety*)

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

_____
(Surety)

_____
(Signature of authorized representative)

Attest:
(Seal):

_____
(Printed name and title)

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SECTION 01 77 01 - CLOSEOUT FORM A - SUBCONTRACTOR'S AFFIDAVIT OF RELEASE OF LIEN

SUBCONTRATOR'S AFFIDAVIT OF RELEASE OF LIEN

STATE OF TEXAS.

COUNTY OF _____.

KNOW ALL MEN BY THESE PRESENTS:

_____, being duly sworn, deposes and says:

That they are the _____ of _____, the subcontractor who supplied, installed, and/or erected the Work described below, and that, they are duly authorized to make this Affidavit and Subcontractor Release.

PROJECT: IDEA EASTSIDE - FBE IMPROVEMENTS

OWNER: IDEA PUBLIC SCHOOLS

ARCHITECT: PBK ARCHITECTS, INC.

WORK PERFORMED: _____

SPECIFICATION SECTION(S): _____

That all Work required under the subject subcontractor of the subject construction project has been performed in accordance with the terms thereof, that all material men, sub-subcontractors, mechanics, and laborers have been paid and satisfied in full, and that there are no outstanding claims of any character arising out of the performance of said subcontractor which have not been paid and satisfied in full.

That to the best of his / her knowledge and belief, there are no unsatisfied claims for damages resulting from injury or death to any employees, sub-subcontractors, or the public at large arising out of the performance of said subcontract, or any suits or claims for any other damages of any kind, nature, or description which might constitute a lien upon the property of the Owner.

That they have received full payment of all sums due them for materials furnished and services rendered by the undersigned in connection with the performance of said subcontract and has and does hereby release the Owner and the Architect and his consultants and the Contractor from any and all claims of any character arising out of or in any way connected with performance of said subcontract.

Name of Subcontracor: _____

Attested By: _____ Title: _____

Jurat

State of Texas.

County of _____.

Sworn to and subscribed before me on this _____ day of _____, 20__.

Notary Public: _____ Seal:

END OF SECTION 01 77 01

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SECTION 01 77 02 - CLOSEOUT FORM B - SUBCONTRACTOR HAZARDOUS MATERIAL CERTIFICATE

SUBCONTRACTOR HAZARDOUS MATERIAL CERTIFICATE

THE STATE OF TEXAS.

COUNTY OF _____.

PROJECT NAME: IDEA EASTSIDE - FBE IMPROVEMENTS

OWNER: IDEA PUBLIC SCHOOLS

ARCHITECT: PBK ARCHITECTS, INC.

KNOW ALL MEN BY THESE PRESENTS:

_____, being first duly sworn, deposes and says that he/she is the _____ of _____, the subcontractor / supplier who constructed or provided the section(s) of Work referenced above, and that they are duly authorized to certify to the best of their information, knowledge, and belief no asbestos, lead or PCB containing products have been incorporated into the project.

NAME OF SUBCONTRACTOR: _____

ATTESTED BY: _____ **TITLE:** _____

JURAT

STATE OF TEXAS.

COUNTY OF _____.

Sworn to and subscribed before me on this _____ day of _____, 20__.

Notary Public: _____ Seal:

END OF SECTION 01 77 02

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SECTION 01 77 03 - CLOSEOUT FORM C - SUBCONTRACTOR WARRANTY

SUBCONTRACTOR WARRANTY

STATE OF TEXAS.

COUNTY OF _____.

KNOW ALL MEN BY THESE PRESENTS:

_____, being first duly sworn, deposes and says:

That they are the Subcontractor (or the _____ of _____ the subcontractor), the subcontractor / supplier who supplied, installed, and / or erected the Work described below, and that, they are duly authorized to make this Subcontractor Warranty:

Project: IDEA Eastside - FBE Improvements

Owner: IDEA Public Schools

Architect: PBK Architects, Inc.

Work Performed: _____

Specifcation Section(s): _____

The undersigned Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract are of good quality and new except where otherwise required or permitted by the Contract Documents, that the Work is free from defects not inherent in the quality required or permitted, and that the Work conforms with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Subcontractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

In the event of failure of materials, products, or workmanship, during the specified warranty periods, the Subcontractor shall take appropriate measures to assure correction or replacement of the defective items, whether notified by the Contractor, Owner, or Architect.

The Subcontractor warrants the Work performed for a period of _____ months from the date of Substantial Completion, except as follows: _____

_____

NAME OF SUBCONTRACTOR: _____

ATTESTED BY: _____ **TITLE:** _____

JURAT

STATE OF TEXAS.

COUNTY OF _____.

Sworn to and subscribed before me on this _____ day of _____, 20__.

Notary Public: _____ Seal:

END OF SECTION 01 77 03

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SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The provisions of the General Conditions, Supplementary Conditions, Drawings, Specifications, and the Sections included under Division 01 General Requirements and References, are included as a part of this Section as though bound herein.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
   1. Operation and maintenance documentation directory manuals.
   2. Emergency manuals.
   3. Systems and equipment operation manuals.
   4. Systems and equipment maintenance manuals.
   5. Product maintenance manuals.

1.3 DEFINITIONS

A. Refer to Section 01 42 16 - Definitions for the following terms:
   1. Subsystem.
   2. System.

1.4 SUBMITTALS

A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section:
   1. The Architect will comment on whether content of operation and maintenance submittals is acceptable.
   2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format:
   1. Submit operation and maintenance manuals in the following format:
      a. Submit on digital media acceptable to the Architect or by uploading to web-based project software site or by email to the Architect. Enable reviewer comments on draft submittals.

C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. The Architect will comment on whether general scope and content of manual are acceptable.

D. Final Manual Submittal:
   1. Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. The Architect will return copy with comments:
      a. Correct or revise each manual to comply with the Architect's and Commissioning Authority's comments. Submit copies of each corrected manual within 15 days of receipt of the Architect's comments and prior to commencing demonstration and training.

E. Comply with 01 77 00 - Closeout Procedures for schedule for submitting operation and maintenance documentation. Where applicable use 01 91 13 - General Commissioning Requirements.

1.5 FORMAT OF OPERATION AND MAINTENANCE MANUALS

A. Manuals, Electronic Files:
   1. Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required:
      a. Electronic files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
      b. File names and bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

1.6 REQUIREMENTS FOR MANUALS

A. Organization of Manuals:
   1. 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:
      a. Title page.
      b. Table of contents.
      c. Manual contents.

B. Title Page:
   1. Include the following information:
      a. Subject matter included in manual.
      b. Name and address of Project.
      c. Name and address of the Owner.
      d. Date of submittal.
      e. Name and contact information for the Contractor.
      f. Name and contact information for Construction Manager.
      g. Name and contact information for the Architect.
      h. Name and contact information for Commissioning Authority.
      i. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
      j. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents:
   1. 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:
      a. 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.

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."

1.7 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY MANUAL

A. Operation and Maintenance Documentation Directory:
   1. Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals. List items and their location to facilitate ready access to desired information. Include the following:
      a. List of systems and subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
      b. 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.
      c. Tables of contents: Include a table of contents for each emergency, operation, and maintenance manual.

1.8 EMERGENCY MANUALS

A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by the Owner's operating personnel for types of emergencies indicated.

B. Content:
   1. Organize manual into a separate section for each of the following:
      a. Type of emergency.
      b. Emergency instructions.
      c. Emergency procedures.

C. Type of Emergency:
   1. Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
      a. Flood.
      b. Gas leak.
      c. Water leak.
      d. Power failure.
      e. Water outage.
      f. System, subsystem, or equipment failure.
      g. Chemical release or spill.

D. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of the Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

E. Emergency Procedures:
   1. Include the following, as applicable:
      a. Instructions on stopping.
      b. Shutdown instructions for each type of emergency.
      c. Operating instructions for conditions outside normal operating limits.
      d. Required sequences for electric or electronic systems.
      e. Special operating instructions and procedures.

1.9 SYSTEMS AND EQUIPMENT OPERATION MANUALS

A. Systems and Equipment Operation Manual:
   1. Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures:
      a. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
      b. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by the Owner's operating personnel.

B. Content:
   1. In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
      a. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
      b. Performance and design criteria if the Contractor has delegated design responsibility.
      c. Operating standards.
      d. Operating procedures.
      e. Operating logs.
      f. Wiring diagrams.
      g. Control diagrams.
      h. Piped system diagrams.
      i. Precautions against improper use.
      j. License requirements including inspection and renewal dates.

C. Descriptions:
   1. Include the following:
      a. Product name and model number. Use designations for products indicated on Contract Documents.
      b. Manufacturer's name.
      c. Equipment identification with serial number of each component.
      d. Equipment function.
      e. Operating characteristics.
      f. Limiting conditions.
      g. Performance curves.
      h. Engineering data and tests.
      i. Complete nomenclature and number of replacement parts.

D. Operating Procedures:
   1. Include the following, as applicable:
      a. Startup procedures.
      b. Equipment or system break-in procedures.
      c. Routine and normal operating instructions.
      d. Regulation and control procedures.
      e. Instructions on stopping.
      f. Normal shutdown instructions.
      g. Seasonal and weekend operating instructions.
      h. Required sequences for electric or electronic systems.
      i. Special operating instructions and procedures.

E. Systems and Equipment Controls: Describe the sequence of operation and diagram controls as installed.

F. Piped Systems: Diagram piping as installed and identify color coding where required for identification.

1.10 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Systems and Equipment Maintenance Manuals:
   1. Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information:
      a. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.

b. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by the Owner's operating personnel.

B. 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 warranties and bonds as described below.

C. 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 and Drawing or schedule designation or identifier where applicable.

D. Manufacturers' Maintenance Documentation:
1. Include the following information for each component part or piece of equipment:
a. Standard maintenance instructions and bulletins:
1) 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 (1) 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:
(a) 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.
b. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
c. Identification and nomenclature of parts and components.
d. List of items recommended to be stocked as spare parts.

E. Maintenance Procedures:
1. Include the following information and items that detail essential maintenance procedures:
a. Test and inspection instructions.
b. Troubleshooting guide.
c. Precautions against improper maintenance.
d. Disassembly; component removal, repair, and replacement; and reassembly instructions.
e. Aligning, adjusting, and checking instructions.
f. Demonstration and training video recording, if available.

F. Maintenance and Service Schedules:
1. 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:
a. Scheduled maintenance and service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
b. Maintenance and service record: Include manufacturers' forms for recording maintenance.

G. 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.

H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

I. Warranties and Bonds:

1. Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds:
    a. Include procedures to follow and required notifications for warranty claims.

J. Drawings:
1. 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:
    a. Do not use original Project record documents as part of maintenance manuals.

1.11 PRODUCT MAINTENANCE MANUALS

A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project manual and Drawing or schedule designation or identifier where applicable.

D. Product Information:
1. Include the following, as applicable:
    a. Product name and model number.
    b. Manufacturer's name.
    c. Color, pattern, and texture.
    d. Material and chemical composition.
    e. Reordering information for specially manufactured products.

E. Maintenance Procedures:
1. Include manufacturer's written recommendations and the following:
    a. Inspection procedures.
    b. Types of cleaning agents to be used and methods of cleaning.
    c. List of cleaning agents and methods of cleaning detrimental to product.
    d. Schedule for routine cleaning and maintenance.
    e. Repair instructions.

F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

G. Warranties and Bonds:
1. Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds:
    a. Include procedures to follow and required notifications for warranty claims.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01 78 23

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The provisions of the General Conditions, Supplementary Conditions, Drawings, Specifications, and the Sections included under Division 01 General Requirements and References, are included as a part of this Section as though bound herein.

1.2 SUMMARY

A. Section Includes: Administrative and procedural requirements for project record documents, including but not limited to:
   1. Record Drawings.
   2. Record Specifications.
   3. Record Product Data.
   4. Miscellaneous record submittals.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings:
   1. Number of Copies: Submit one set of marked up record prints.
   2. Number of Copies: Submit copies of record Drawings:
      a. Initial Submittal:
         1) Submit PDF electronic files of scanned record prints and one of file prints.
         2) Submit record digital data files and one sets of plots.
         3) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
      b. Final Submittal:
         1) Submit PDF electronic files of scanned record prints and three sets of prints.
         2) Submit record digital data files and three sets of record digital data file plots.
         3) Plot each drawing file, whether or not changes and additional information were recorded.

B. Record Specifications: Submit one paper copy and one annotated PDF electronic file of the Project Specifications, including addenda and contract modifications.

C. Record Product Data: Submit one paper copy and one annotated PDF electronic file and directory of each submittal.
   1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked up Product Data as a component of manual.

D. Miscellaneous Record Submittals: Refer to the individual Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Submit one paper copy and annotated PDF electronic files and directories of each submittal.

E. Reports: Submit written report monthly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

1.4 PROJECT RECORD DOCUMENT PROCEDURES

A. Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect’s reference.
   1. Do not use As-Built Drawings and Specifications for Record Drawings and Specifications.

B. Recording Procedures: Update drawings and specifications on daily bases to record actual conditions. Record information concurrently with construction progress. Do not conceal Work until required information is accurately recorded.

C. Store Record Documents and samples apart from as built documents used for construction.
   1. Label and file Record Documents and samples in accordance with section number listings in Table of Contents. Label each document PROJECT RECORD in neat, large, printed letters.
   2. Maintain Record Documents in clean, dry and legible condition.
   3. Make Record Documents and samples available for inspection upon request of Architect.

PART 2 PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked up paper copies 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 provide information for preparation of corresponding marked up record prints. Show actual installation conditions where installation varies from that shown originally.
      a. Give attention to information on concealed elements difficult to identify or measure and record later.
      b. Accurately record information in an acceptable drawing technique.
      c. Record data as soon as possible after obtaining it.
      d. Record and check the markup before enclosing concealed installations.
      e. Cross reference record prints to corresponding shop drawings or archive photographic documentation.
   2. Content: Types of items requiring marking include, but are not limited to, the following:
      a. Dimensional changes to Drawings.
      b. Revisions to details shown on Drawings.
      c. 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. Utilize personnel proficient at recording graphic information in production of marked up record prints.
   4. Mark record sets with erasable, red colored pencil. Use colors to distinguish between changes for different categories of the Work at same location.
   5. Mark important additional information that was either shown schematically or omitted from original Drawings.
   6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked up record prints with Architect. When authorized, prepare full set of corrected digital data files of the Contract Drawings:
   1. Format: Same digital data software program, version, and operating system as the original Contract Drawings and annotated PDF electronic file with comment function enabled.

2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
3. Refer instances of uncertainty to Architect for resolution.
4. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
    a. Refer to Section 01 33 00 - Submittal Procedures for requirements related to use of Architect's digital data files.
    b. Architect will provide data file layer information. Record markups in separate layers.

C. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or modification.
2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared record Drawings into record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.

D. 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. Format: Annotated PDF electronic file with comment function enabled.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:
    a. Project name.
    b. Designation PROJECT RECORD DRAWINGS.
    c. Name of Architect.
    d. 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. Indicate actual product installation where installation varies from that indicated in Specifications.
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.

B. Format: Submit record Specifications as annotated PDF electronic file and marked up paper copy of Specifications.

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.

B. Format: Submit record Product Data as annotated PDF electronic file. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

2.4 RECORD SAMPLES

A. Record Samples: Determine with Architect and Owner which submitted Samples are to be maintained as Record Samples. Maintain and mark one set to indicate date of review and approval by Architect; note any deviations or variations between reviewed sample and installed product or material.

2.5 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by the individual 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. Include the following:
1. Reviewed shop drawings, product data, and samples.
2. Field test reports.
3. Inspection certificates and manufacturer's certificates.
4. Inspections by Authorities Having Jurisdiction (AHJ) (AHJ).
5. Documentation of foundation depths.
6. Special measurements or adjustments.
7. Tests and inspections.
8. Surveys.
9. Design mixes.

B. Format: Submit miscellaneous record submittals as scanned PDF electronic file(s) of marked up miscellaneous record submittals. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction. 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 01 78 39

SECTION 01 79 00 - DEMONSTRATION AND TRAINING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The provisions of the General Conditions, Supplementary Conditions, Drawings, Specifications, and the Sections included under Division 01 General Requirements and References, are included as a part of this Section as though bound herein.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
   1. Demonstration of operation of systems, subsystems, and equipment.
   2. Training in operation and maintenance of systems, subsystems, and equipment.
   3. Demonstration and training video recordings.

1.3 INFORMATIONAL SUBMITTALS

A. Instruction Program: Submit outline of instructional program for demonstration and training including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
   1. Indicate proposed training modules utilizing manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

B. Qualification Data: For instructor.

C. Attendance Record: For each training module, submit list of participants and length of instruction time.

1.4 CLOSEOUT SUBMITTALS

A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.
   1. Identification: On each copy, provide an applied label with the following information:
      a. Name of Project.
      b. Name and address of videographer.
      c. Name of Architect.
      d. Name of Contractor.
      e. Date of video recording.
   2. At completion of training, submit complete training manual(s) for Owner's use.

1.5 QUALITY ASSURANCE

A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 01 40 00 - Quality Requirements, experienced in operation and maintenance procedures and training.

1.6 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by the Architect.

PART 2 PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
   a. System, subsystem, and equipment descriptions.
   b. Performance and design criteria if the Contractor is delegated design responsibility.
   c. Operating standards.
   d. Regulatory requirements.
   e. Equipment function.
   f. Operating characteristics.
   g. Limiting conditions.
   h. Performance curves.
2. Documentation: Review the following items in detail:
   a. Emergency manuals.
   b. Operations manuals.
   c. Maintenance manuals.
   d. Project record documents.
   e. Identification systems.
   f. Warranties and bonds.
   g. Maintenance service agreements and similar continuing commitments.
3. Emergencies: Include the following, as applicable:
   a. Instructions on meaning of warnings, trouble indications, and error messages.
   b. Instructions on stopping.
   c. Shutdown instructions for each type of emergency.
   d. Operating instructions for conditions outside of normal operating limits.
   e. Sequences for electric or electronic systems.
   f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
   a. Startup procedures.
   b. Equipment or system break-in procedures.
   c. Routine and normal operating instructions.
   d. Regulation and control procedures.
   e. Control sequences.
   f. Safety procedures.
   g. Instructions on stopping.
   h. Normal shutdown instructions.
   i. Operating procedures for emergencies.
   j. Operating procedures for system, subsystem, or equipment failure.
   k. Seasonal and weekend operating instructions.
   l. Required sequences for electric or electronic systems.
   m. Special operating instructions and procedures.
5. Adjustments: Include the following:
   a. Alignments.
   b. Checking adjustments.

c. Noise and vibration adjustments.
d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:
   a. Diagnostic instructions.
   b. Test and inspection procedures.
7. Maintenance: Include the following:
   a. Inspection procedures.
   b. Types of cleaning agents to be used and methods of cleaning.
   c. List of cleaning agents and methods of cleaning detrimental to product.
   d. Procedures for routine cleaning
   e. Procedures for preventive maintenance.
   f. Procedures for routine maintenance.
   g. Instruction on use of special tools.
8. Repairs: Include the following:
   a. Diagnosis instructions.
   b. Repair instructions.
   c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
   d. Instructions for identifying parts and components.
   e. Review of spare parts needed for operation and maintenance.

PART 3 EXECUTION

3.1 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 01 77 00 - Closeout Procedures.

B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

A. Engage qualified instructors to instruct the Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
   1. The Owner will furnish an instructor to describe the Owner's operational philosophy.
   2. The Owner will furnish the Contractor with names and positions of participants.

B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
   1. Schedule training with the Owner through Program Manager with at least 10 days' advance notice.

C. Cleanup: Collect used and leftover educational materials and give to the Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

A. General: Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.

B. Video Recording Format: Provide high-quality color video recordings with menu navigation in format acceptable to the Owner.

C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to show area of demonstration and training. Display continuous running time.

END OF SECTION 01 79 00

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SECTION 07 46 46 - FIBER-CEMENT SIDING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The provisions of the General Conditions, Supplementary Conditions, Drawings, Specifications, and the Sections included under Division 01 General Requirements and References, are included as a part of this Section as though bound herein.

1.2 SUMMARY

A. Section Includes:
   1. Accessories.

B. Related Requirements:
   1. Section 09 90 00 - Painting and Coating: Field painting.

1.3 REFERENCE STANDARDS

1.4 SUBMITTALS

A. Refer to Section 01 33 00 - Submittal Procedures for submittal procedures.

B. Product Data: Submit manufacturer's data sheets on each product to be used, including:
   1. Manufacturer's requirements for related materials to be installed by others.
   2. Preparation instructions and recommendations.
   3. Storage and handling requirements and recommendations.
   4. Installation methods, including nail patterns.

C. Test Report: Applicable model code authority evaluation report (e.g. ICC-ES).

D. Manufacturer's qualification statement.

E. Maintenance Instructions: Periodic inspection recommendations and maintenance procedures.

F. Warranty: Submit copy of manufacturer’s warranty, made out in Owner’s name, showing that it has been registered with manufacturer.

G. Warranty Documentation for Installation of Building Rainscreen Assembly: Submit installer warranty and ensure that forms have been completed in Owner's name and registered with installer.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than five years of documented experience.

B. Installer Qualifications: Company specializing in performing work of type specified in this section with not less than three years of experience.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Refer to Section 01 74 19 - Construction Waste Management and Disposal for packaging waste requirements.

B. Deliver and store materials in manufacturer's unopened packaging, with labels intact, until ready for installation.

C. Store materials under dry and waterproof cover, well ventilated, and elevated above grade on a flat surface.

D. Protect materials from harmful environmental elements, construction dust, and other potentially detrimental conditions.

1.7 FIELD CONDITIONS

A. Do not install panels when air temperature or relative humidity are outside manufacturer's limits.

1.8 WARRANTY

A. Refer to Section 01 77 00 - Closeout Procedures for additional warranty requirements.

B. Extended Correction Period: Correct defective work within 2-year period commencing on Date of Substantial Completion.

C. Manufacturer Warranty: Provide manufacturer warranty for years as indicated under Fiber-Cement Siding article sub-headings for "Warranty". Complete forms in Owner's name and register with manufacturer.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with specification requirements, products by the listed manufacturers or fabricators may be submitted for use in the Work.
   1. Accessories:
      a. CavClear, a Division of Archovations Inc: www.cavclear.com.
      b. Cladiator: www.cladiator.com.
      c. exo Surfaces: www.exo-surfaces.com.
      d. Flannery Trim: www.flannerytrim.com.
      e. Keene Building Products: www.keenebuilding.com.
      f. Northern Facades: www.northernfacades.com.
      g. Tamlyn: www.tamlyn.com.

B. Substitutions: Refer to Section 01 25 13 - Product Substitution Procedures.
   1. Manufacturers and fabricators not listed must have a minimum of 5 years’ experience manufacturing products meeting or exceeding the specifications and comply with Division 01 requirements regarding substitutions to be considered. Submit as a substitution

2.2 DESCRIPTION

A. Regulatory Requirements:
   1. Code Standards:
      a. Refer to specification Section 01 41 00 - Regulatory Requirements for code requirements and code standards applicable to all materials and work necessary to complete the scope of work.

2.3 ACCESSORIES

A. Fasteners: Galvanized or corrosion resistant; length as required to penetrate, 1-1/4 inches (31.8 mm), minimum.

B. Sealant: Elastomeric, polyurethane, or silyl-terminated polyether/polyurethane, capable of being painted. Refer to Section 07 92 00 - Joint Sealants.

C. Finish Paint: Latex house paint acceptable to siding manufacturer; primer recommended by paint manufacturer. Refer to Section 09 90 00 - Painting and Coating.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine substrate, clean and repair as required to eliminate conditions that would be detrimental to proper installation.

B. Do not begin until unacceptable conditions have been corrected.

C. If substrate preparation is responsibility of another installer, notify the Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. Protect surrounding areas and adjacent surfaces during execution of this work.

3.3 INSTALLATION

A. Orientation: Install in orientation indicated on Drawings.

B. Install siding in accordance with manufacturer's instructions and recommendations.
   1. Read warranty and comply with terms necessary to maintain warranty coverage.
   2. Install in accordance with conditions stated in model code evaluation report applicable to location of project.
   3. Use trim details as indicated on drawings.
   4. Touch up field cut edges before installing.
   5. Pre-drill nail holes if necessary to prevent breakage.

C. Do not install siding less than 6 inches (152 mm) from ground surface, or closer than 1 inch (25.4 mm) to roofs, patios, porches, and other surfaces where water may collect.

D. After installation, seal joints except lap joints of lap siding; seal around penetrations, and paint exposed cut edges.

E. Finish Painting: Refer to Section 09 90 00 - Painting and Coating.

3.4 CLEANING

A. Refer to Section 01 77 00 - Closeout Procedures for additional requirements.

B. Clean faced panels in accordance with manufacturer’s maintenance instructions, using cleaning materials and methods acceptable to manufacturer.

3.5 PROTECTION

A. Protect installed products until Date of Substantial Completion.

B. Touch-up, repair or replace damaged products before Date of Substantial Completion.

END OF SECTION 07 46 46

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SECTION 09 90 00 - PAINTING AND COATING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The provisions of the General Conditions, Supplementary Conditions, Drawings, Specifications, and the Sections included under Division 01 General Requirements and References, are included as a part of this Section as though bound herein.

1.2 SUMMARY

A. Section Includes:
   1. Surface preparation and field painting of exposed items and surfaces.
   2. Field preparation and painting of factory primed metal products and fabrications.
   3. Accessories necessary for a complete installation.

B. Related Sections:
   1. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions.

1.3 REFERENCE STANDARDS

A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; Current Edition.

B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2024.

C. ASTM D2486 - Standard Test Methods for Scrub Resistance of Wall Paints; 2017 (Reapproved 2025).

D. ASTM D2805 - Standard Test Method for Hiding Power of Paints by Reflectometry; 2011 (Reapproved 2023).

E. ASTM D4828 - Standard Test Methods for Practical Washability of Organic Coatings; 1994.

F. ASTM F1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride; 2023.

G. ASTM F2170 - Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes; 2019a.

H. SCAQMD 1113 - Architectural Coatings; 1977, with Amendment (2016).

I. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).

J. SSPC-SP 16 - Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals; 2020.

1.4 DEFINITIONS

A. Standard coating terms defined in ASTM D16 apply.
   1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85 degree meter.
   2. Eggshell refers to low sheen finish with a gloss range between 20 and 35 when measured at a 60 degree meter.
   3. Semi-gloss refers to medium sheen finish with a gloss range between 35 and 70 when measured at a 60 degree meter.
   4. Gloss refers to high sheen finish with a gloss range more than 70 when measured at a 60 degree meter.

1.5 SUBMITTALS

A. Refer to Section 01 33 00 - Submittal Procedures for submittal procedures.

B. Product Data: Submit technical data and information for block fillers, primers, paints, and coatings, including label analysis and instructions for handling, storing, and applying each coating material proposed for use.
   1. Indicate manufacturer's instructions for special surface preparation procedures, substrate conditions requiring special attention.
   2. Material List: Provide inclusive list of required coating materials. Indicate each material and cross reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number, series, and general classification.

C. Samples: Submit for each type of paint system and in each color and gloss of topcoat.
   1. Provide stepped samples, defining each separate coat, including block fillers and primers. Use representative colors when preparing samples for review. Resubmit until required sheen, color, and texture are achieved.
   2. Provide list of material and application for each coat of each sample. Label each sample as to location and application.
   3. Submit samples on following substrates for review of color and texture only:
      a. Concrete: Provide two 4 inch square samples for each color and finish.
      b. Concrete Masonry: Provide two 4 by 8 inch (102 by 203 mm) samples of masonry, with mortar joint in the center, for each finish and color.
      c. Painted Wood: Provide two 12 inch (305 mm) square samples of each color and material on hardboard.
      d. Ferrous and Nonferrous Metals: Provide two 4 inch (102 mm) square samples of flat metal and two 8 inch (203 mm) long samples of solid metal for each color and finish.

D. Product List: Submit list of including each paint system, color, and location of application. Use same product and location designations indicated in Paint Color Schedule.

1.6 QUALITY ASSURANCE

A. Regulatory Requirements:
   1. Comply with Federal and local toxicity and air quality regulations and with Federal requirements on content of for heavy metals including but not limited to: lead and mercury. Do not use solvents in paint products that contribute to air pollution.
   2. Performance and Durability:
      a. ASTM D16 Standard Terminology for Paint, Related Coatings, Materials, and Applications.
      b. ASTM D2486 Standard Test Method for Scrub Resistance of Interior Wall Paint.
      c. ASTM D2805 Standard Test Method for Hiding Power of Paints by Reflectometry.
      d. ASTM D4828 Standard Test Method for Practical Washability of Organic Coatings.

B. Applicator Qualifications: A firm or individual having minimum 5 years documented experience in applying paints and coatings similar in material, design, and extent to those indicated.

C. Source Limitations: Obtain block fillers and primers for each coating system from the same manufacturer as the finish coats.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

B. Container Label: Include manufacturer's name, type of paint, product name, product code, color designation, VOC content, batch date, environmental handling, surface preparation, application, and use instructions.

C. Paint Materials: Store at a minimum of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

D. Handling: Maintain a clean, dry storage area to prevent contamination or damage to materials.

1.8 FIELD CONDITIONS

A. Apply waterborne paints when temperatures of surfaces to be painted and surrounding air are between 50 and 90 degrees F (10 and 32 degrees C).

B. Do not thin or add water to waterbased paints, including waterbased alkyds.

C. Weather Conditions:
   1. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
   2. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85 percent; or at temperatures less than 5 degrees F (3 degrees C) above dew point; or to damp or wet surfaces.
   3. Minimum Application Temperatures for Water based Paints: Between 50 and 90 degrees F (10 and 32 degrees C).

D. Apply solvent thinned paints when temperatures of surfaces to be painted and surrounding air are between 45 and 95 degrees F (7 and 35 degrees C).
   1. Minimum Application Temperature for Varnish Finishes: 65 degrees F (18 degrees C) for interior or exterior, unless required otherwise by manufacturer's instructions.
   2. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by the manufacturer during application and drying periods.

E. Provide lighting level of 80 foot candles (860 lux) measured midheight at substrate surface.

F. Labels: Do not paint over Underwriters Laboratories, Factory Mutual, other code required labels, or equipment name, identification, performance rating, or nomenclature plates.

1.9 WARRANTY

A. Written warranty signed by the manufacturer and the installer in which the manufacture and installer agree to repair or replace paint and primers that fail within specified warranty period.
   1. Failures include, but are not limited to, the following:
      a. Flaking or delamination of paint with the substrate.
      b. Rust, scale, similar imperfections due to improper surface preparation.
      c. Thinning or watering of paint beyond that considered acceptable of paint manufacturer.
      d. Failure to achieve dry film thickness (DFT) recommended by manufacturer for each coat in a paint system.
      e. Deterioration or loss of color of paint beyond normal weathering.
   2. Warranty Period: One year from date of Substantial Completion.

1.10 EXTRA MATERIALS

A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
   1. Paint: 2 percent, but not less than 1 gallon (3.8 L) of each material and color applied.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with specification requirements, products by the listed manufacturers or fabricators may be submitted for use in the Work.
   1. Benjamin Moore & Co.: www.benjaminmoore.com.
   2. Dulux, an AkoNobel company: www.dulux.co.uk.
   3. Dunn-Edwards Corporation: www.dunnedwards.com.
   4. The Sherwin-Williams Company: www.sherwin-williams.com.
   5. Vista Paint Corporation: www.vistapaint.com.

B. Substitutions: Refer to Section 01 25 13 - Product Substitution Procedures.

1. Manufacturers and fabricators not listed must have a minimum of 5 years' experience manufacturing products meeting or exceeding the specifications and comply with Division 01 requirements regarding substitutions to be considered. Submit as a substitution.

2.2 DESCRIPTION

A. Regulatory Requirements:
   1. Code Standards:
      a. Refer to specification Section 01 41 00 - Regulatory Requirements for code requirements and code standards applicable to all materials and work necessary to complete the scope of work.
   2. Volitile Organic Compound Limits:
      a. Refer to Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions.

2.3 MATERIALS

A. Basis of Specifications: Refer to Paint Color Schedule.

B. Subject to compliance with requirements, provide first quality, 100% acrylic, commercial or industrial products of one of the specified manufacturers. Residential products are not permitted.

C. Proprietary Names: Paint Schedule is based on a single manufacturer for convenience. Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that named products are required to the exclusion of comparable products of specified manufacturers. Furnish product technical data, including percent solids by weight and volume; VOC content limits and emissions data; and certificates of performance for comparable paint products of specified manufacturer.

D. Subject to compliance with requirements, provide first quality, 100% acrylic, commercial or industrial products of one of the specified manufacturers. Residential products are not permitted.

E. Material Compatibility: Provide each paint system including block fillers, primers, and finish coats, that are compatible with one another and with substrates indicated under conditions of service and application, demonstrated by manufacturer based on testing and field experience.

F. Material Quality: Provide manufacturer's best quality commercial paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint material containers not displaying manufacturer's product identification will not be acceptable. Residential quality paint products are not permitted.

G. Chemical Components of Interior Paints and Coatings: Provide products complying with limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24) and SCAQMD 1113.
   1. Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
   2. Restricted Components: Paints and coatings shall not contain components restricted by the EPA and SCAQMD 1113.

H. Materials not specifically indicated but required to achieve the finishes specified, of commercial quality.

I. Patching Materials: Latex filler compatible with paint systems.

J. Fastener Head Cover Materials: Latex filler.

2.4 SOURCE QUALITY CONTROL

A. Testing of Paint Materials: The Owner reserves the right to invoke to engage the services of a qualified testing agency to sample paint materials.

1. The Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to site, samples may be taken at the site. Samples will be identified, sealed, and certified by testing agency.
2. Testing agency will perform tests for compliance with product requirements.
3. The Owner may direct the Contractor to stop applying paints if test results show materials being used do not comply with product requirements. The Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. The Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

2.5 PAINT COLOR SCHEDULE

A. Colors (P-#):
1. PMX: Match existing.
2. P-1 - Ceiling:
   a. Manufacturer: The Sherwin-Williams Company.
   b. Color: Misty SW6232.
   c. Sheen: Flat.
   d. Locations: All gypsum board ceilings and soffits unless noted otherwise.
3. P-2 - Field:
   a. Manufacturer: The Sherwin-Williams Company.
   b. Color: Misty SW6232.
   c. Sheen: Eggshell.
   d. Locations: All gypsum board walls unless noted otherwise.
4. P-3 - Light Blue Accent:
   a. Manufacturer: The Sherwin-Williams Company.
   b. Color: Blue Beyond SW Custom.
   c. Sheen: Eggshell.
   d. Locations: As indicated on Drawings.
5. P-4 - Yellow Accent:
   a. Manufacturer: The Sherwin-Williams Company.
   b. Color: Anjou Pear SW6381.
   c. Sheen: Eggshell.
   d. Locations: As indicated on Drawings.
6. P-5 - Blue Accent:
   a. Manufacturer: The Sherwin-Williams Company.
   b. Color: Danube SW6803.
   c. Sheen: Eggshell.
   d. Locations: As indicated on Drawings.
7. P-6 - Gray Accent:
   a. Manufacturer: The Sherwin-Williams Company.
   b. Color: Software SW7074.
   c. Sheen:Eggshell.
   d. Locations: As indicated on Drawings.
8. P-7 - Exterior Field:
   a. Manufacturer: The Sherwin-Williams Company.
   b. Color: As selected by Architect.
   c. Sheen: As selected by Architect.
   d. Locations: As indicated on Drawings.
9. P-8 - Exterior Gray Accent:
   a. Manufacturer: The Sherwin-Williams Company.
   b. Color: As selected by Architect.

c. Sheen: As selected by Architect.
d. Locations: As indicated on Drawings.

10. P-9 - Exterior Yellow Accent:
    a. Manufacturer: The Sherwin-Williams Company.
    b. Color: As selected by Architect.
    c. Sheen: As selected by Architect.
    d. Locations: As indicated on Drawings.
11. P-10 - Exterior Blue Accent:
    a. Manufacturer: The Sherwin-Williams Company.
    b. Color: As selected by Architect.
    c. Sheen: As selected by Architect.
    d. Locations: As indicated on Drawings.
12. P-11 - Exterior Blue Accent:
    a. Manufacturer: The Sherwin-Williams Company.
    b. Color: As selected byArchitect.
    c. Sheen: As selected byArchitect.
    d. Locations: As indicated on Drawings.
13. P-12 - Exterior Yellow Accent:
    a. Manufacturer: The Sherwin-Williams Company.
    b. Color: As selected byArchitect.
    c. Sheen: As selected byArchitect.
    d. Locations: As indicated on Drawings.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions for compliance with requirements for maximum moisture content and conditions affecting performance of the work.

B. Test substrates after repairing and cleaning substrates but prior to application of paint and coatings.
    1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
        a. Concrete: 12 percent.
        b. Fiber Cement Board: 12 percent.
        c. Masonry (Clay and CMUs): 12 percent.
        d. Wood: 15 percent.
        e. Gypsum Board: 12 percent.
        f. Plaster: 12 percent.
    2. Test cementitious and plaster cement/stucco for alkalinity (pH).

C. Gypsum Board Substrates: Verify taped joints are tapes and finishing compound is sanded smooth.

D. Plaster Substrates: Verify plaster has fully cured. Verify existing plaster is in good condition and can receive new paint coating.

E. Spray Textured Ceiling Substrates: Verify surfaces are dry.

F. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
    1. Verify previously painted surfaces can be stripped to bare substrate, repaired if necessary, and prepared to receive new paint system consisting of primer and two top coats at a minimum.

a. Note: Previously painted surfaces have failed to accept new paint systems. Determined cause of failure and take corrective measures to ensure each surface accepts new paint system. Failure of new paint system is not permitted.

G. Commence paint and coating application after correcting unsatisfactory conditions and surfaces are dry. Application of coating indicates applicator's acceptance of surfaces and conditions.

3.2 ITEMS TO RECEIVE PAINT

A. Generally, all new items that are normally painted in any typical building, including but not limited to the following list:
1. All ferrous metal.
2. All exterior galvanized metal.
3. All exterior wood.
4. All interior wood.
5. All prime coated hardware.
6. All exposed pipe, plumbing, ductwork, conduit, outlet boxes and electrical cabinets, excluding those located in mechanical rooms.
7. All metal grilles, except aluminum, unless otherwise indicated.
8. All exposed gypsum board surfaces, including all mechanical rooms.
9. Miscellaneous other items which normally require painting or are scheduled to be painted.
10. Consult plans, finish schedule, details and specifications for other trades as all items usually field painted or finish will be considered as part of the Contract.
11. All exposed mechanical equipment and electrical equipment.
12. Traffic lanes and parking spaces including fire lanes and crosswalks.
13. Rolling doors.
14. Bollards.
15. Loose lintels.
16. Refer to MEP specifications for additional items to receive paint.

B. All work where a coat of material has been applied must be inspected and approved by the Architect before application of succeeding specified coat, otherwise no credit for coat applied will be given. Notify the Architect when a particular coat has been completed for inspection and approval. Apply coats of material in strict accordance with manufacturer's specifications except where requirements of these specifications are in excess of manufacturer's requirements. Paint all sight exposed pipe and plumbing only after all mechanical work and tests have been completed.

3.3 PREPARATION

A. Coordination of Work: Review work in which primers are provided to ensure compatibility of the total system for various substrates. Notify the Architect of anticipated problems when using materials specified over substrates primed by others.
1. Pre-Primed Substrates: Inspect existing conditions in which primers are factory applied to ensure compatibility of the total system for each substrate. Notify the Architect of anticipated problems when using the materials specified over factory primed or pre-primed substrates.
2. Existing Painted Surfaces: Inspect previously painted surfaces to ensure compatibility of the existing paints with new paint system for each substrate. Notify the Architect of anticipated problems.
3. Correct defects and clean surfaces affecting bond with paint system. Remove existing paints exhibiting loose surface defects showing signs of rust, scale, or delamination.
4. Seal marks which may bleed through surface finishes.

B. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified. Provide barrier coats over incompatible primers or remove and reprime. If removal is impractical or impossible

because of size or weight of item, provide surface applied protection before surface preparation and painting.

1. Remove hardware and hardware accessories, plates, lighting fixtures, and similar items 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. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
2. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface applied protection if any.
3. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
4. Clean and prepare surfaces to receive paint according to manufacturer's written instructions for each substrate condition and as specified. Provide barrier coats over incompatible primers, existing paint or coating, or remove and reprime.
5. Correct defects and clean surfaces affecting bond with paint or coating system. Remove existing coatings exhibiting loose surface defects. Seal marks which may bleed through surface finishes.

C. Cleaning: Before applying paint or surface treatments, clean substrates of substances that could impair bond of the various coatings. Remove oil and grease before cleaning. Schedule cleaning and painting so dust and contaminants from the cleaning process will not fall on wet, newly painted surfaces.

1. Remove incompatible primers, including factory applied primers, and reprime substrate with compatible primers or apply barrier coat as necessary to produce paint systems indicated.
2. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
3. Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.
4. Galvanized Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
5. Aluminum Substrates: Remove surface oxidation.

D. Mildew and Mold Removal: Remove mildew and mold by high power washing (pressure range of 1500 to 4000 psi) with solution of trisodium phosphate and bleach. If substrate is too soft for high power washing, scrub substrate with solution. Rinse with clean water and allow surface to dry.

E. Protective Coverings: Provide protections for duration of the work, including covering furnishings and decorative items. Protect and mask adjacent finishes and components against damage, marking, overpainting, and injury. Clean and repair or replace damage caused by painting.

F. Renovated Surfaces: Clean surface free of loose dirt and dust. Except at gypsum board surfaces, remove existing paint and coatings to bare substrate and prepare substrates to receive new paint system. Test substrate to verify it will bond with primer and receive new paint system without failure. If test fails, clean surface to base substrate and apply barrier coat. Retest to verify surface will accept new paint system.

1. Remove surface film preventing proper adhesion and bond.
2. Wash glossy paint with a solution of sal soda and rinse thoroughly.
3. Remove loose, blistered, and defective paint and varnish; smooth edges with sandpaper.
4. Clean corroded iron and steel surfaces.
5. Repair and blend into portland cement plaster.
6. Prime bare surfaces.

7. Tone varnished surfaces with stain bringing to uniform color.
8. If existing surfaces cannot be put in acceptable condition for finishing by customary cleaning, sanding, and puttying operations, notify the Owner and do not proceed until correcting unsatisfactory conditions.

G. Cementitious Substrates: Prepare concrete surfaces to receive paint. Remove efflorescence, chalk, dust, dirt, grease, oils, release agents, mold, mildew, and existing paint. Roughen as necessary to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.
   1. Use abrasive blast cleaning methods if recommended by paint manufacturer.
   2. Do not paint surfaces if moisture content or alkalinity of surfaces exceeds that permitted in manufacturer's written instructions.
      a. Determine alkalinity and moisture content of surfaces by performing appropriate pH testing. If surfaces are sufficiently alkaline to cause the finish paint to blister and burn, correct condition prior to application of paint.
      b. Anhydrous Calcium Chloride Test:ASTM F1869 . Proceed with installation after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. (1.3 kg of water/92.9 sq. m).
      c. Relative Humidity Test: Using in situ probes, ASTM F2170. Proceed with installation after substrates have obtained percent relative humidity level recommended by paint manufacturer.
      d. Perform additional moisture tests when recommended by manufacturer. Proceed with installation when moisture content complies with that permitted in manufacturer's written instructions.
      e. Remove stains caused by weathering of corroding metals with solution of sodium metasilicate after thoroughly wetting with water. Allow to thoroughly dry.
   3. Clean concrete floors to receive paint or coating with a 5 percent solution of muriatic acid or etching cleaner. Flush floors with clean water to remove acid; neutralize with ammonia, rinse, allow to dry; vacuum before painting.

H. Ferrous Metals: Clean ungalvanized ferrous metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with SSPC recommendations.
   1. Blast steel surfaces clean as recommended by paint system manufacturer and according to SSPC-SP 6/NACE No. 3.
   2. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
   3. Touch up bare areas and shop-applied prime coats that have been damaged. Wire brush, clean with solvents recommended by paint manufacturer, and touch up with same primer as the shop coat.

I. Galvanized Ferrous Metal Substrates: Clean galvanized surfaces with nonpetroleum based solvents leaving surface free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

J. Shop Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop primed surfaces.

K. Aluminum Substrates: Clean surfaces to remove oil, grease, surface oxidation, and contaminants in accordance with SSPC SP-1 Solvent Cleaning. Lightly abrade surface with a nonmetallic pad.

L. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.

M. Plaster/Stucco Substrates: Remove contaminants, release agents, curing compounds, efflorescence, chalk, mold, mildew, and similar deterrents. Spot patch existing plaster to eliminate blisters, buckles, excessive crazing, and to check cracking, dryouts, efflorescence, sweat outs, and similar deflects the prevent plaster from bonding with paint or coatings. Sand or texture repair or patch to match adjacent finish and to remove trowel marks and arrises.
   1. Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.
   2. Deep Cracks: Clean out and fill deep cracks with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.
   3. Do not paint surfaces if moisture content or alkalinity of surfaces exceeds that permitted in manufacturer's written instructions. Test for alkali using litmus paper.
   4. Allow patching and repair compounds to set and cure before painting.

N. Gypsum Board Surfaces: Fill minor defects with filler compound. Spot prime defects after repair.

O. Wood Substrates:
   1. Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or recommended knot sealer before applying primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.
   2. Sand surfaces that will be exposed to view, and dust off.
   3. Prime, stain, or seal wood to be painted. Prime edges, ends, faces, undersides, and back sides of wood, including cabinets, counters, cases, and paneling.
   4. Seal tops, bottoms, and cutouts of unprimed wood doors with a heavy coat of varnish or sealer immediately on delivery.
   5. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

P. Pipe Covering and Insulation: Clean to remove loose, foreign, and objectionable material before applying sealing coat.

Q. Preparation of Substrates for Wallcovering: Prime and seal substrate with release coat in accordance with wallcovering manufacturer's recommendations for substrate.
   1. Assure compatibility with product of wall covering manufacturer.
   2. Fill indentations in substrate and prime with opaque white primer before applying release coat.
   3. Apply release coat in accordance with manufacturer's recommendations.

R. Barrier Coat: Provide barrier coats over incompatible primers or remove and reprime. Notify Owner in writing of anticipated problems using specified finish coat material over previously coated substrates.

S. Material Preparation: Mix and prepare paint materials according to manufacturer's written instructions.
   1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
   2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
   3. Do not use thinners for water based paints.
   4. Tinting: Tint each undercoat a lighter shade to facilitate identification of each coat where multiple coats of the same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

3.4 APPLICATION

A. Comply with manufacturer's written instructions and recommendations applicable to substrates and paint systems indicated.
   1. The term exposed surfaces includes areas visible when permanent or built in fixtures, grilles, convector covers, covers for finned tube radiation, and similar components are in place. Extend coatings in these areas to maintain system integrity and provide desired protection.
   2. Use applicators and techniques suited for paint and substrate indicated.
   3. Provide finish coats compatible with primers.
   4. 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.
   5. Paint exposed surfaces. If an item or a surface is not specifically mentioned, paint the item or surface the same as similar adjacent materials or surfaces.
      a. Field painting of exposed surfaces include bare and covered pipes and ducts (including color coding), hangers, exposed steel and iron supports, and surfaces of mechanical and electrical equipment that do not have a factory applied final finish.
      b. Areas visible when permanent or built in fixtures, grilles, convector covers, covers for finned tube radiation, and similar components are in place.
      c. Extend coatings in areas, as required, to maintain system integrity and provide desired protection.
   6. Paint interior surfaces of ducts with a flat, nonspecular black paint where visible through registers or grilles.
   7. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
   8. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
   9. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
   10. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or surface imperfections. Cut in sharp lines and color breaks.
   11. Finish exterior doors on tops, bottoms, and side edges the same as exterior faces.
   12. Provide finish coats compatible with primers used.
   13. Sand lightly between each succeeding enamel or varnish coat.

B. Items not to Receive Paint: Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.

C. Applicators: Apply paints and coatings by brush, roller, spray, or applicators recommended by manufacturer.
   1. Brushes: Use brushes best suited for type of material applied. Use brush of appropriate size for surface or item being painted.
   2. Rollers: Use rollers of carpet, velvet back, or high-pile sheep's wool recommended by manufacturer for material and texture required.
   3. Spray Equipment: Use airless spray equipment with orifice size recommended by manufacturer for material and texture required.

D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate to achieve dry film thickness indicated. Provide total dry film thickness of the entire system as recommended by manufacturer.
   1. Measure film thickness on magnetic surfaces by use of Elcometer thickness gauge and on nonmagnetic surfaces by pit gauge or Tooke Gauge.

E. Application: Apply first coat to surfaces that have been cleaned, pretreated, or prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
   1. The number of coats and film thickness required are the same regardless of application method. Do not apply succeeding coats until previous coat has cured as recommended by manufacturer.
   2. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished after removing rust and scale and priming or touching up surface sand if acceptable to topcoat manufacturers.
   3. If undercoats, stains, or conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive dry film thickness equivalent to that of flat surfaces.
   4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried and cured to where it feels firm, and does not deform or feel sticky under moderate thumb pressure, and until application of another coat of paint does not cause undercoat to lift or lose adhesion.

F. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items exposed in equipment rooms and occupied spaces.
   1. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
   2. Prime and paint uninsulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, heat exchangers, tanks, ductwork, conduit, switchgear, and paintable insulation except where items are prefinished.
   3. Paint interior surfaces of air ducts, and convector and baseboard heating cabinets visible through grilles and louvers with one coat of flat black paint, to visible surfaces. Paint dampers exposed behind louvers, grilles, and convector and baseboard cabinets to match face panels.
   4. Paint both sides and edges of plywood backboards for electrical and telephone equipment before installing equipment.
   5. Color code equipment, piping, conduit, and exposed duct work in accordance with requirements indicated. Color band and identify with flow arrows, names, and numbering.
   6. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.
   7. Concealed Members: Wherever steel and metal parts to receive paint are built into and concealed by construction, paint as specified for exposed parts so finish painting is complete before members are concealed.

G. Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work: Painting is limited to items exposed in equipment rooms and occupied spaces.
   1. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
   2. Prime and paint uninsulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, heat exchangers, tanks, ductwork, conduit, switchgear, and paintable insulation except where items are prefinished.
   3. Paint interior surfaces of air ducts, and convector and baseboard heating cabinets visible through grilles and louvers with one coat of flat black paint, to visible surfaces. Paint dampers exposed behind louvers, grilles, and convector and baseboard cabinets to match face panels.

4. Paint both sides and edges of plywood backboards for electrical and telephone equipment before installing equipment.
5. Color code equipment, piping, conduit, and exposed duct work in accordance with requirements indicated. Color band and identify with flow arrows, names, and numbering.
6. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

H. Electrostatic Spray Painting: Apply coating electrostatically to finished surfaces, free from runs, sags, visible overlaps, holidays, craters, pinholes and other defects detrimental to protective and decorative qualities of coating.
1. Thickness of Coatings: 1.5 to 2.0 mils dry film thickness. Measure dry film thickness with magnetic gauge.
2. Use application techniques, equipment, materials, and preparation procedures recommended by manufacturer.

I. Block Fillers: Apply block fillers to concrete masonry block at rate to ensure complete coverage with pores filled.

J. Prime Coats: Before applying finish coats, apply prime coat, recommended by manufacturer, to material required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn through or defects due to insufficient sealing.

K. Finish Coats: 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. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance without bleed through.
1. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or surface imperfections is not acceptable.
2. Transparent (Clear) Finishes: Use multiple coats to produce glass smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections. Provide satin finish for final coats.

L. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

M. Touch Up: Touch up marred, scraped, and blemished areas of surfaces which were factory primed or previously coated.
1. Prepare and touch up scratches, abrasions, and blemishes and remove foreign matter before proceeding with succeeding coats.
2. Touch up marred, scraped, and blemished areas of factory primed or previously coated surfaces.
3. Feather touch up coating overlapping minimum 2 inches onto adjacent unblemished areas producing smooth, uniform surface.
4. As soon after erection and installation as possible, touch up fasteners, welded surfaces and surroundings, field connections, and areas on which shop coat has been abraded or damaged with specified primer before corrosion and other damage occurs from exposure.

3.5 FIELD QUALITY CONTROL

A. Dry Film Thickness (DFT) Testing: Tests for dry film thickness may be determined by using a Tooke Scale and microgroover, an electronic scanner, or the Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
1. Contractor shall touch up and restore painted surfaces damaged by testing.
2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply

additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.6 CLEANING AND PROTECTION

A. It is of the upmost important to the Owner that the sites remain in a safe, clean, and well maintained condition. At the end of each day, leave the site ready to use by staff and students. Protect staff and students and the learning environment throughout the work.

B. Cleanup: At the end of each day, remove empty cans, rags, rubbish, and discarded paint materials from site. After completion of painting work, clean glass and paint spattered surfaces. Remove spattered paint by washing and scraping without scratching or damaging 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. Provide “Wet Paint” signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work. After related work is complete, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

E. At completion of painting activities, touch up and restore damaged or defaced painted surfaces.

F. Waste Management: Legally dispose of unused paint and paint containers in accordance with manufacturer’s recommendations and environmental regulations.

PART 4 SCHEDULES

4.1 GENERAL

A. The following is a schedule of typical painted items and does not specifically include every item that is to receive paint but should establish type and quality of finish for all items normally included in a complete paint job.

B. Overhead Painting (Ceilings, Exposed to Structure Above, etc.):
   1. Use a dryfall system comparable to system defined below for substrate.

4.2 SHERWIN-WILLIAMS APPLICATION SCHEDULES

A. Exterior Surfaces:
   1. Note: Exterior surfaces are divided into two (2) different categories, based upon color and level of graffiti resistance required. System 1 will be used when standard earthtone colors or neutral colors are specified, and System 2 will be used when bright colors (primary reds, yellows, and oranges) are specified and/or when a graffiti resistant coating is required.
   2. Galvanized Metal:
      a. Surface Preparation: Acid etch galvanized surfaces that have not weathered at least six (6) months prior to beginning painting operations.
      b. Primer: One (1) coat Pro-Cryl Pro Industrial Universal Primer (B66W310).
      c. Finish: Two (2) coats Sher-Cryl HPA High Performance Acrylic (B66W300).
   3. Galvanized Metal: Chloramine environment.
      a. Surface Preparation: Acid etch galvanized surfaces that have not weathered at least six (6) months prior to beginning painting operations.
      b. Primer: One (1) coats Macropoxy 646 (B58-600).
      c. Finish: Two (2) coats Acrolon 218 HS Acrylic Polyurethane (B65-600).
   4. Galvanized Metal: Exterior Coastal environment.
      a. Surface Preparation: Clean per SSPC-SP 1 using detergent and water or a degreasing cleaner to remove greases and oils. Apply to a test area, priming as

required. Allow the coating to dry at least one week before testing. If adhesion is poor, Brush Blast per SSPC-SP 16 is necessary to remove these treatments.

b. Primer: S-W Macropoxy 646-100 Fast Cure Epoxy, B58 Series (7.0-13.5 mils. wet, 5.0-10.0 mils. dry per coat).
c. Finish: Two coats S-W Hi-Solids Polyurethane Semi-Gloss, B65-350/B60V30 Series (4.5-8.0 mils. wet, 3.0-5.0 mils. dry per coat).

5. Un-galvanized Metal:
   a. Primer: One (1) coat Pro-Cryl Pro Industrial Universal Primer (B66W310).
   b. Finish: Two (2) coats Sher-Cryl HPA High Performance Acrylic (B66W300).
6. Pre-Finished Metal Surfaces:
   a. Surface Preparation: As recommended by primer manufacturer.
   b. Primer: One (1) coat Bond-Plex Waterbased Acrylic.
      1) OR
      2) Primer: One (1) coat DTM Bonding Primer.
   c. Finish: Two (2) coats Bond-Plex Waterbased Acrylic.
7. Concrete and CMU:
   a. Primer/Finish: (2) coats Loxon XP Exterior Waterproofing System, 14-18 mils wet, 6.4 – 8.3 mils dry per coat.
8. Tilt-Up Concrete:
   a. Primer: One (1) coat Loxon Concrete and Masonry Primer Sealer (LX02W50), 5.3-8.0 mils wet, 2.1-3.2 mils dry.
   b. Finish: One (1) coat Conflex UltraCrete Acrylic Textured Finish, Texture: Fine, Base Color: CF17W0811 Medium Extra White.
9. Wood (Includes plywood siding and wooden trim):
   a. Primer: One (1) coat A-100 Latex Wood Primer (B42W41).
   b. Finish: Two (2) coats A-100 Acrylic Gloss (A8 ser.).
10. Fiber-Cement Materials:
    a. Primer: One (1) coat Loxon Masonry Primer (A24W300).
    b. Finish: Two (2) coats A-100 Acrylic Gloss (A8 Series).
11. Parking Line and Driveway Paint: Setfast Waterborne Yellow (TM225) (meets Federal Specification (FS) TTP-1952-B).

B. Interior Surfaces:
   1. Concrete Substrates, Non-Traffic Surfaces and Clay Masonry:
      a. Latex System:
         1) Prime Coat: Loxon Concrete & Masonry Primer Sealer, A24W8300, at 8.0 mils (0.203 mm) wet, 3.2 mils (0.081 mm) dry.
         2) Intermediate Coat: Latex, interior, matching topcoat.
         3) Topcoat:
            (a) Flat: ProMar 200 Zero VOC Latex Flat, B30-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
            (b) Low Sheen: ProMar 200 Zero VOC Latex Low Sheen Eg-Shel, B24-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
            (c) Eggshell: ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series, at 4.0 mils (0.102 mm) wet, 1.7 mils (0.043 mm) dry, per coat.
            (d) Semi-Gloss: ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
            (e) Gloss: ProMar 200 Zero VOC Gloss, B21-12650 Series, at 4.0 mils (0.102 mm) wet, 1.4 mils (0.036 mm) dry, per coat.
      b. Water-Based Light Industrial Coating System:
         1) Prime Coat: Loxon Concrete & Masonry Primer Sealer, A24W8300, at 8.0 mils (0.203 mm) wet, 3.2 mils (0.081 mm) dry.

2) Intermediate Coat: Latex, interior, matching topcoat.
3) Topcoat:
(a) Eggshell: Pro Industrial Pre-Catalyzed Water Based Epoxy, K45-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
(b) Semi-Gloss: Pro Industrial Pre-Catalyzed Water Based Epoxy, K46-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.

2. Concrete Substrates, Pedestrian Traffic Surfaces:
a. Latex Floor Enamel System:
1) First Coat: Floor paint, latex, slip-resistant, matching topcoat.
2) Topcoat: Floor paint, latex, slip-resistant, low gloss: S-W ArmorSeal Tread-Plex, B90 Series, at 1.5 to 2.0 mils (0.038 to 0.051 mm) dry per coat.

3. Flat: Galvanized Metal:
a. Latex System:
1) Prime Coat: One (1) coat Pro Industrial Pro-Cryl Universal Primer, B66-310 Series, at 5.0 to 10 mils (0.127 to 0.254 mm) wet, 2.0 to 4.0 mils (0.051 to 0.102 mm) dry.
2) Intermediate Coat: Water-based acrylic, interior, matching topcoat.
3) Topcoat:
(a) Semi-Gloss: Pro Industrial Acrylic Semi-Gloss Coating, B66-650 Series, at 2.5 to 4.0 mils (0.064 to 0.102 mm) dry, per coat.
(b) Gloss: Pro Industrial Acrylic Gloss Coating, B66-660 Series, at 2.5 to 4.0 mils (0.064 to 0.102 mm) dry, per coat.
b. Water-Based Dry-Fall System:
1) Top Coat:
(a) Flat: S-W Pro Industrial Waterborne Acrylic Dryfall Flat, B42-181 Series, at 6.0 mils (0.152 mm) wet, 1.5 mils (0.038 mm) dry.
(b) Eggshell: Pro Industrial Waterborne Acrylic DryFall Eg-Shel, B42-82, at 6.0 mils (0.152 mm) wet, 1.9 mils (0.048 mm) dry.
(c) Semi-Gloss: Pro Industrial Waterborne Acrylic DryFall Semi-Gloss, B42-83, at 5.8 mils (0.147 mm) wet, 2.3 mils (0.058 mm) dry.
c. Water-Based Light Industrial Coating System:
1) Prime Coat: Pro Industrial Pro-Cryl Universal Primer, B66-310 Series, at 5.0 to 10 mils (0.127 to 0.254 mm) wet, 2.0 to 4.0 mils (0.051 to 0.102 mm) dry.
2) Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
3) Top Coat:
(a) Eggshell: Pro Industrial Pre-Catalyzed Water Based Epoxy, K45-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
(b) Semi-Gloss: Pro Industrial Pre-Catalyzed Water Based Epoxy, K46-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.

4. Shop-Primed Ferrous Metals (Use for metal doors and frames and miscellaneous metal items):
a. Shop coat by others.
b. One (1) coat over Steel Kem Kromik Primer B50 series.
c. One (1) coat over Aluminum Metal Procryl Primer B60 series.
d. Two (2) coats PM200 Alkyd Semi-Gloss B34 series.

5. Wood: (Painted):
a. Latex System:
1) Prime Coat: PrepRite ProBlock Primer Sealer, B51-620 Series, at 4.0 mils (0.102 mm) wet, 1.4 mils (0.036 mm) dry.
2) Intermediate Coat: Latex, interior, matching topcoat.
3) Topcoat:

(a) Eggshell: ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series, at 4.0 mils (0.102 mm) wet, 1.7 mils (0.043 mm) dry, per coat.
(b) Semi-Gloss: ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
(c) Gloss: ProMar 200 Zero VOC Gloss, B21-12650 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.

b. Water/Alkyd Urethane System:
1) Prime Coat: Premium Wall & Wood Primer, B28W8111, at 4.0 mils (0.102 mm) wet, 1.8 mils (0.046 mm) dry.
2) Intermediate Coat: Water-based alkyd-urethane, interior, matching topcoat.
3) Topcoat:
(a) Semi-Gloss: Pro Industrial Waterbased Alkyd Urethane Semi-Gloss, B53-1150 Series, at 4.0 mils (0.102 mm) wet, 1.4 mils (0.036 mm) dry, per coat.
(b) Gloss: Pro Industrial Waterbased Alkyd Urethane Gloss, B53-1050 Series, at 4.0 mils (0.102 mm) wet, 1.4 mils (0.036 mm) dry, per coat.

c. Water-Based Light Industrial Coating:
1) Prime Coat: PrepRite ProBlock Primer Sealer, B51-620 Series, at 4.0 mils (0.102 mm) wet, 1.4 mils (0.036 mm) dry.
2) Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
3) Topcoat:
(a) Eggshell: Pro Industrial Pre-Catalyzed Water Based Epoxy, K45-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
(b) Semi-Gloss: Pro Industrial Pre-Catalyzed Water Based Epoxy, K46-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.

6. Wood: (Stained):
a. Stain: SherWood BAC Wiping Stain (S64 Series).
b. Finish (First Coat): Wood Classics Polyurethane Varnish (A67 Series).
c. Finish (Second Coat): Wood Classics Polyurethane Varnish (A67 Series).

7. Gypsum Board and Plaster:
a. Latex System:
1) Prime Coat: ProMar 200 Zero VOC Latex Primer, B28W2600, at 4.0 mils (0.102 mm) wet, 1.0 mils (0.025 mm) dry.
2) Intermediate Coat: Latex, interior, matching topcoat.
3) Topcoat:
(a) Flat: ProMar 200 Zero VOC Latex Flat, B30-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
(b) Low Sheen: ProMar 200 Zero VOC Latex Low Sheen Enamel, B24-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
(c) Eggshell: ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series, at 4.0 mils (0.102 mm) wet, 1.7 mils (0.043 mm) dry, per coat.
(d) Semi-Gloss: ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
(e) Gloss: ProMar 200 Zero VOC Gloss, B21-12650 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.

b. Water-Based Light Industrial Coating System:
1) Prime Coat: ProMar 200 Zero VOC Latex Primer, B28W2600, at 4.0 mils (0.102 mm) wet, 1.0 mils (0.025 mm) dry.
2) Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
3) Topcoat:

(a) Eggshell: Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
(b) Semi-Gloss: Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.

8. CMU: (Epoxy) - Kitchens, bathrooms, laboratories, etc.
   a. Primer: Two (2) coats Heavy Duty Block Filler (B42W46).
   b. Finish: Two (2) coats Water-Based Catalyzed Epoxy (B70/B60).
9. Pipe and fittings, including but not limited to copper and brass, at kitchen areas (but excluding aluminum, stainless steel, nickel and chrome plated pipe and fittings):
   a. Primer: One (1) coat; product recommended for the substrate by the finish coat manufacturer.
   b. Finish: Two (2) coats bright aluminum paint.

END OF SECTION 09 90 00