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**SECTION 00 2113  
INSTRUCTIONS TO OFFERORS**

**PART 1 SUMMARY**

**1.01 DOCUMENT INCLUDES THE FOLLOWING:**

- A. Invitation
  - 1. Proposal Submission
  - 2. Intent
  - 3. Work Identified in the Contract Documents
  - 4. Contract Time
  
- B. Proposal Documents and Contract Documents
  - 1. Definitions
  - 2. Contract Documents Identification
  - 3. Availability
  - 4. Examination
  - 5. Inquiries/Addenda
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- C. Site Assessment
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3. Submission Procedure
- F. Proposal Enclosures/Requirements
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  4. Proposal Form Requirements
  5. Fees for Changes in the Work
  6. Proposal Form Signature
  7. Additional Proposal Information
  8. Selection and Award of Alternatives
- G. Offer Acceptance/Rejection
1. Duration of Offer
  2. Acceptance of Offer

## 1.02 RELATED DOCUMENTS

- A. Document 00 1113 - Proposal Solicitation.
- B. Document 00 2113 - Instructions to Offerors
- C. Document 00 3100 - Information Available to Offerors
- D. Document 00 4100 - Proposal Form
- E. Document 00 4305 - Felony Conviction Notification
- F. Document 00 4306 - Contractor's Qualification Statement
- G. Document 00 4307 - Hold Harmless Agreement
- H. Document 00 4308 - Contractor's Asbestos Free Affidavit
- I. Document 00 4310 - Partial Release of Liens
- J. Document 00 4313 - Release of Liens
- K. Document 00 4315 - Preconstruction Manual

- L. Document 00 4336 - Proposed Subcontractors Form
- M. Document 00 5200 - Agreement
- N. Document 00 5610 - Minimum Wage Rates
- O. Document 00 7200 - General Conditions, as Amended
- P. All Division 0 and 1 Specifications Sections listed as Part I of the Request for Proposal.

## **PART 2 INVITATION**

### **2.01 PROPOSAL SUBMISSION**

- A. Proposals signed, executed, and dated will be received at the office of the City Secretary, 100 W. Center St. Kyle, Texas 78640
  - a. Base Bid due before 2:00 p.m. CDT on Tuesday, the 30th day of March, 2021.
  - b. Alternate Bids with Subcontractor's List due March 30, 2021 at 3:00 p.m. CDT.
- B. Proposals submitted after the above time shall be returned to the bidder unopened.
- C. Proposals will be opened publicly immediately after the time for receipt of proposals.
- D. By submitting a proposal, the Offeror represents that (i) the Offeror has prior experience on construction projects of the same or similar type, nature and class as the Work; (ii) the Offeror has read and understands the Proposal Documents and the Contract Documents; (iii) the proposal is made in accordance with the Proposal Documents; and (iv) the Offeror has inspected the site, is familiar with the local conditions under which the Work is to be performed, and has correlated the Offeror's site observations with the requirements of the Contract Documents.
- E. By submitting a proposal, each Offeror agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective trustees, officers, shareholders, director, partners, agents, contractors, consultants and employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any proposals; and award of the Contract.

### **2.02 INTENT**

- A. The intent of this Competitive Sealed Proposal request is to obtain an offer to perform work to complete the Uptown Central Park located at Burnham Street, Kyle, Texas for a Stipulated Sum contract, in accordance with the Contract Documents.

### **2.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS**

- A. Work of this proposed Contract comprises building construction and site development, including general construction, structural, mechanical, and electrical Work.

### **2.04 CONTRACT TIME**

- A. Perform the Work within the time stated in Section 01 1000 - Summary or as indicated by the Offeror on the Proposal Form if less than the time stated.
- B. The Offeror, in submitting an offer, accepts the Contract Time period stated for performing the Work. The completion date in the Agreement shall be the Contract Time added to the commencement date.
- C. Owner requires that under the work of this contract be completed as quickly as possible and consideration will be given to time of completion when reviewing the submitted bids.

### **PART 3 PROPOSAL DOCUMENTS AND CONTRACT DOCUMENTS**

#### **3.01 DEFINITIONS**

- A. Proposal Documents: Contract Documents supplemented with Proposal Solicitation, Instructions to Offerors Proposal Form and other Division 0 and 1 documents identified.
- B. Contract Documents: AIA A201 Article 1 - 2017 General Conditions to the Contract, Amendments to the Owner Contractor Stipulated Sum Agreement (as amended) Other Conditions included with the "Proposal Documents", and the Drawings, and all Addenda issued prior to the execution of the contract.
- C. Proposal, Bid, Offer, or Bidding: Act of submitting an offer.
- D. Bid or Proposal Amount: Monetary sum identified by the Bidder or Offeror in the Bid Form. Any reference to Bid, Bids or Bidder in these documents means to offer a competitive sealed proposal as defined by the State of Texas. The Owner and Architect shall evaluate all proposals based on qualifications as defined in 00300 Information Available to Offerors (Bidders).

#### **3.02 INTERPRETATIONS, CHANGES AND SUBSTITUTIONS:**

- A. Each Offeror shall carefully study and compare the Proposal Documents with one another and with any existing work or work under construction; examine the site and local conditions; and promptly report to the Architect/Engineer any suspected errors, inconsistencies or ambiguities. Offerors may only request clarification or interpretation of Proposal Documents in writing, which request must be received by the Architect/Engineer at least four business (4) days prior to the last date for submission of proposals.
  - 1. IN NO EVENT SHALL REQUESTS FOR SUBSTITUTIONS BE ACCEPTED OR CONSIDERED BY OWNER PRIOR TO THE AWARD OF THE CONTRACT.
  - 2. WITH RESPECT TO THIS PROJECT, REQUESTS FOR SUBSTITUTIONS WILL BE CONSIDERED AFTER THE AWARD OF THE CONTRACT IN ACCORDANCE WITH THE PROCEDURES AND REQUIREMENTS OF SECTION 3.4.3 OF THE SUPPLEMENTARY CONDITIONS.
  - 3. THE OWNER AND THE ARCHITECT MAY ACCEPT OR REJECT ANY REQUEST FOR SUBSTITUTION IN THEIR SOLE DISCRETION.

4. Interpretations, corrections, and/or changes of or to the Proposal Documents will be made by written Addendum issued by the Architect. Any interpretations, corrections or changes of or to the Proposal Documents made in any other manner will not be binding. Addenda will be mailed, emailed or faxed to all persons known by the Architect/Engineer to have received a complete set of Proposal Documents, and will be mailed to each Offeror at the address furnished by such Offeror to the Architect/Engineer for such purposes. In addition, copies of Addenda will be made available for inspection wherever the Proposal Documents are on file as set forth in the Invitation to Offerors. No Addenda will be issued later than three (3) days prior to the last date for submission of proposals, except an Addendum withdrawing the request for proposals or which includes postponement of the date for receipt of proposals. Each Offeror shall acknowledge the receipt of all Addenda issued in its proposal. Failure of an Offeror to receive any such Addenda shall not relieve the Offeror from any obligation under its proposal as submitted. Add Addenda so issued shall become a part of the Contract Documents.

### 3.03 FORM OF PROPOSAL:

- A. Proposals shall be submitted on the prescribed form included in the Proposal Documents or on Offerors proposal form. All blanks on the Proposal Form shall be completed, in ink or typewritten, with sums expressed in both words and figures. In case of discrepancy between the words and the figures, the amount written in words shall govern. All requested alternates shall be included in the proposal, and if no change in the base proposal is required, the phrase "No Change" shall be inserted in the appropriate location. Each copy of the Proposal Form shall include the legal name of the Offeror and shall indicate whether the Offeror is a sole proprietor, partnership, corporation or other legal entity. Each copy of the Proposal Form shall be signed by the person or persons legally authorized to bind the Offeror. A proposal by a corporation or other entity shall include the state of incorporation or organization of the Offeror, evidence of registration to do business in Texas and reasonable evidence of the authority of the person signing the proposal to bind the corporation or other entity.
- B. Proposals shall be submitted with the supplemental information as listed below. In the order requested.
  1. Proposal Binder Content
    - a. Tab 1 - Relevant Experience
      - 1) AIA Contractor's Qualification Statement - Executed counterpart of the Contractor's Qualification Statement, a copy of which is inserted in the Proposal Binder at Tab 1.
      - 2) List of Projects (size, scope, initial cost, final cost, number of change orders)
    - b. Tab 2 - Project Management Ability
      - 1) Firm Profile - information from AIA Contractor's Qualification Statement need not be duplicated from Tab 1.
        - (a) Year Founded

- (b) Number of offices
- (c) Number of employees
- (d) Organizational Structure
- (e) Resumes of Project Manager and Project Superintendent
- (f) Schedule (Gantt, CPM or Bar Chart)

c. Tab 3 - Past Performance

- 1) Reference Letters
- 2) List of References (with current contact information)
- 3) Felony Conviction Notification - Executed counterpart of the Felony Conviction Notification, utilize form provided in Section 00305. Insert a copy in Proposal Binder at Tab 3
- 4) Hold Harmless Agreement - Executed counterpart of the Hold Harmless Agreement attached to the Proposal Form as Attachment 4.
- 5) Project Safety Record - Provide a written record of all safety related claims filed for the last 3 years.

d. Tab 4 - Subcontractor and Supplier Support (00431 - Supplement A List of Subcontractors)

- 1) List of subcontractors - A Schedule of the subcontractors and material suppliers, which the Offeror proposes to use for the Work, utilize form provided in Section 00431. All spaces on the attached Schedule shall be completed, and should any particular item or trade not apply, the Offeror shall mark "not applicable" in the appropriate space. Each Offeror is advised that all persons, firms, corporations or other parties to whom the Offeror proposes to award a subcontract hereunder must be acceptable to the Owner and Architect. The Schedule described herein is in addition to, and not limitation of, the requirements for submission and approval of subcontractors and suppliers contained in Article 5 of the General Conditions. The Owner may require evidence of a subcontractor's ability to bond if the subcontractor's contract exceeds \$100,000.00 in the aggregate, and require any such subcontractor to obtain and deliver such bonds prior to commencement of any Work by the subcontractor. Insert a copy in Proposal Binder at Tab 4.

e. Tab 5 - Price Proposal

- 1) Proposal Form 00 4100
- 2) Certificates of Insurance



## 3) Bid Bonds

**3.04 CONTRACT DOCUMENTS IDENTIFICATION**

- A. The Contract Documents are identified as City of Kyle Uptown Central Park, as prepared by Lionheart Places, and with contents as identified in the Table of Contents.

**3.05 AVAILABILITY**

- A. Bid Documents may be obtained at [www.cityofkyle.com/rfps](http://www.cityofkyle.com/rfps)
- B. Proposal Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.
- C. Partial sets will not be issued.
- D. File access by download from FTP site of .pdf files of Proposal Documents will be available upon request and completion of the digital document access agreement.

**3.06 EXAMINATION**

- A. Proposal Documents are also available from the following construction plan rooms:
  - 1. Builders Exchange  
4047 Naco Perrin Blvd, Suite 202  
San Antonio, TX 78217  
(210)653-9933
- B. Immediately notify Architect upon finding discrepancies or omissions in the Bid Documents.

**3.07 INQUIRIES/ADDENDA**

- A. Direct all questions by email to [bfarmer@agcm.com](mailto:bfarmer@agcm.com). No telephone inquiries will be responded to.
- B. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Amount.
- C. Verbal answers are not binding on any party.
- D. Clarifications requested by Offerors must be in writing not less than 3 days before date set for receipt of proposals. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients.
- E. The Architect will only answer written requests. Answers will be in writing in the form of email or fax and recorded in addenda.

**3.08 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS**

- A. Where the Proposal Documents stipulate a particular product, substitutions will be considered up to time of Proposal, as long as substitutions meet or exceed specification requirements. Architect to be sole judge of equivalency of substituted product.
- B. When a request to substitute a product is made and approved prior to proposal due date, Architect will issue an Addendum to known Offerors.
- C. The submission shall provide sufficient information to determine acceptability of such products and Offeror certifies that any substitution meets or exceeds specification and drawing requirements when a substitution is included in proposal. Architect reserves the right to reject substitution at any time prior to written acceptance.
- D. Provide complete information on required revisions to other work to accommodate each proposed substitution.
- E. Provide products as specified unless substitutions are submitted in this manner and accepted.
- F. See Section 01 6000 - Product Requirements for additional requirements.

#### **PART 4 SITE ASSESSMENT**

##### **4.01 SITE EXAMINATION**

- A. Examine the project site before submitting a bid. Project is located at
- B. The Offeror is required to contact AG|CM who is acting on behalf of Owner at the following phone number in order to arrange a date and time to visit the project site: Bob Farmer of AGCM is the Owners representative, and he can be contacted (512) 284-6738 or by email at bfarmer@agcm.com

##### **4.02 PRE PROPOSAL CONFERENCE**

- A. An on-line non-mandatory Pre Proposal conference has been scheduled for 2:00 PM on March 16, 2021. Login details to be provided.
- B. All subcontract Offerors and suppliers are invited.
- C. Representatives of Architect and the Owner will be in attendance.
- D. Information relevant to the Proposal Documents will be recorded in an Addendum, issued to Offerors.

#### **PART 5 QUALIFICATIONS**

##### **5.01 EVIDENCE OF QUALIFICATIONS**

- A. To demonstrate qualification for performing the Work of this Contract, Offerors to submit written evidence with a Contractors Qualification Statement of previous experience and current commitments, license to perform work in the State of Texas and City of Schertz, Cibolo, Universal City.

## 5.02 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. Owner reserves the right to reject a proposed subcontractor for reasonable cause.
- B. Refer to General Conditions.

## PART 6 SUBMISSION PROCEDURE

### 6.01 SUBMISSION PROCEDURE

- A. Offerors shall be solely responsible for the delivery of their proposals in the manner and time prescribed.
- B. Double Envelope: Insert the closed and sealed Bid Form envelope plus requested bid bond, qualification forms, and other proposal supplements in a large opaque envelope and label this envelope as noted above.
- C. Improperly completed information, irregularities in bid bond, shall be cause not to open the Bid Form envelope and declare the bid invalid or informal.
- D. Proposals may not be faxed or emailed.
- E. An abstract summary of submitted cost portion of proposals will be made available to all Offerors following proposal opening.
- F. Notification of award will not be made until after formal action by the City of Kyle/TIRZ Board.

### 6.02 MODIFICATION AND WITHDRAWAL OF PROPOSALS

- A. A proposal may not be modified, withdrawn or canceled by an Offeror for a period of sixty (60) days after the last date specified for receipt of proposals. Prior to the last date specified for submission of proposals, a proposal may be modified or withdrawn by notice to Owner at the place designated for receipt of proposals. Such notice shall be in writing and executed by the Offeror, or by facsimile, telegram, or other similar electronic means. If by facsimile, telegram or other similar electronic means, written confirmation executed by the Offeror shall be mailed and postmarked on or before the stated time set for receipt of proposals. Any modification shall be worded so as not to reveal the amount of the original proposal. Any proposal withdrawn may be resubmitted within the time designated for the submission of proposals.

### 6.03 ACCEPTANCE AND/OR REJECTION OF PROPOSALS

- A. The Owner may request from an Offeror a written interpretation of any term or statement in a proposal that is or appears unclear or subject to more than one interpretation, and may act upon such written interpretation. The Owner shall have the right to reject any or all proposals; to reject a proposal not accompanied by the required proposal documents or security; to reject a proposal which is in any way incomplete, irregular or nonconforming; or to reject a proposal which may otherwise be legally rejected for any reason. The Owner may

waive any formality in any proposal to the fullest extent permitted by applicable law. The Owner shall have the right to accept alternates (if requested) in any order or combination unless otherwise specifically provided in the Proposal Documents, and may determine the lowest (dollar) Offeror on the basis of the sum of the base proposal and any alternates accepted.

- B. Except to the extent that applicable law prohibits such, and without limiting the generality of the foregoing, the Owner and may also consider, among other things; (i) the Offeror's reliability, capacity, ability, character, experience, reputation, integrity, skill, efficiency, energy, stability and judgment; (ii) the satisfactoriness of Owner's previous dealings with the Offeror including timely completion of work, compliance with laws, and warranty service; (iii) the Offeror's personnel and facilities for carrying out the Work; (iv) the Offeror's financial strength; (v) the Offeror's safety record; (vi) the length of construction time proposal, if applicable; (vii) the probability of satisfactory future maintenance, repair, and service to be performed by the Offeror; and (viii) the number and scope of conditions, exceptions and exclusions included in the proposal.
- C. It is the intent of the Owner and Contractor at Risk to have as much discretion in the manner of awarding the contract and the determination of responsibility or non-responsibility of Offerors as the law allows. Each Offeror shall furnish to the Architect all such information and data reasonably requested by the Architect to help in determining the Offeror's qualifications and responsibility.
- D. Unless the Owner rejects all proposals, the Owner intends to award the Contract by means of competitive sealed proposals to the Offeror that provides the best value, or in any other manner permitted by applicable law. The Owner may consider all relevant factors and circumstances which the law allows to be considered, including without limitation, the following:

1. the contract price;
2. the reputation of the contractor and of the contractor's services;
3. the quality of the contractor's services;
4. the extent to which the services meet the Owner's needs;
5. the contractor's past relationship with the Owner;
6. the impact on the ability of the Owner to comply with laws
  - a. and rules relating to historically underutilized businesses;
7. the total long-term cost to the Owner to acquire the contractor's services; and
8. any other relevant factor that a private business entity would consider in selecting a contractor

#### 6.04 SELECTION CRITERIA

- A. RELEVANT EXPERIENCE – (11 Points) - Information from proposal. (Tab 1)
1. Experience as a general contractor with specific experience in parks construction projects of the same or similar type, size, nature and class as the Project being proposed. Consideration will be given to Offeror's years of experience with similar projects.
  2. Representative projects (dollar value and/or scope/size) must be submitted as references and should include the project name, architect or engineer, cost of the project, the contact person and telephone number. Consideration will only be given to projects that are occupied or substantially complete.
  3. Favorable previous experience with the City of Kyle will be considered.
- B. PROJECT MANAGEMENT ABILITY – (17 Points) - Information from proposal. (Tab 2)
1. The Offeror shall provide evidence of sufficient resources necessary to manage, staff, and successfully perform the work contemplated under this proposal. Provide a brief profile of the Offeror, including its principal line of business, the year founded, number and location of offices, and the number of employees. Identify any condition (bankruptcy, pending merger, pending litigation, planned office closures or others) that may enhance or impede the Offeror's ability to perform the services.
    - a. The Offeror shall include a discussion of its organizational structure and indicate the number and qualifications of key personnel, including the designation of a project manager and project superintendent. Resumes of the project manager and project superintendent (including a description of

relevant experience) shall be included by the Offeror. Project Manager and Project Superintendent's resume with the following information is required; Education, Years' experience in construction and list of completed projects that must contain the following information; Project Name, Client Contact, Size in SF, Construction Cost, Year completed, Person's Role (project manager, superintendent, project engineer, etc.), Construction Company completed for. The number of projects completed with relevant experience and of an equivalent construction value will be counted and points awarded for number of completed projects by the evaluation team.

- b. The Offeror shall include a narrative of the methods, tools, or procedures used to schedule the work contemplated under this proposal and shall include the total number of calendar days that are required to complete all key milestone dates. Time of completion of the contract is important to the Owner and will be a factor in the consideration of the contract award (6 points).
- c. The Offeror shall include evidence of its ability to obtain the required bonds and insurance, and the ability to cover operating expenses. Such evidence includes pertinent bank, bonding company, and creditor references, with account numbers, points of contact, and telephone numbers.
- d. Each Offeror shall be capable of furnishing payment and performance bonds, each in the amount of 100% of the contract sum. The Surety Company providing the bonds must be approved for the amount of the bonds by applicable laws of the State of Texas and by Owner and licensed to do business in the State of Texas and have a minimum A rating by A. M. Best.
- e. The Offeror shall be otherwise qualified and eligible to receive an award and perform the contractor's obligations in connection with the Project, under applicable laws and regulations.
- f. The Offeror shall list additional project support available that would be utilized on this project to insure timely and quality completion.
- g. Provide a list of all safety related claims over the last 3 years with any relevant information that would explain circumstances of claim.

C. PAST PERFORMANCE – (27 Points) - Information from proposal. (Tab 3)

1. The contractor shall provide evidence in the form of a narrative description, reference letters, bar charts and any other form of additional information that attests to their past performance and addresses, at a minimum, Items (i) through (vii) listed below. Contractors currently providing construction services to the City of Kyle should provide information from other clients. Past performance will be considered in the evaluation process, including but not limited to, the following:
  - a. Ability of contractor to remain on schedule.
  - b. Cooperation with owner of project and staff.
  - c. Proper and timely coordination of all trades and support personnel in completing the project.
  - d. Minimum number of major deficiencies on the substantial completion punch list.
  - e. Minimum number of warranty item call backs during the warranty phase, and warranty responsiveness.
  - f. Consistent demonstration of commitment to excellence in workmanship.
  - g. Fairness of Change Order pricing and execution
  - h. Favorable previous experience with district or demonstrated community support.

- D. SUBCONTRACTOR AND SUPPLIER SUPPORT CAPABILITY – (15 Points) - Information from proposal. (Tab 4)
1. The Offeror shall submit a schedule of proposed subcontractors for this Project. [See Attachment 2] The Offeror should be capable of submitting resumes and references for each subcontractor listed, if requested by Owner.
- E. PRICE PROPOSALS – (30 Points) Information from proposal. (Tab 5)
1. The Owner will consider the total contract cost as part of its evaluation. The Owner shall have the right to accept alternates in any order or combination unless otherwise specifically provided in the Proposal Documents.
  2. The Offeror submitting the lowest proposed amount shall receive the highest number of points in this category, and the Offeror submitting the highest proposed amount shall receive the lowest number of points awarded in this category.
- F. PROPOSAL REVIEW COMMITTEE
1. The proposal review committee may include, but not be limited to, the Owner's Representative, the Director of Purchasing, the Architect, and any applicable Architect's consultants.

#### 6.05 EVALUATION RATING CRITERIA

- A. To be determined by Evaluation Committee. Information available upon request.

#### 6.06 PROPOSAL INELIGIBILITY

- A. Proposals that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.
- B. Failure to provide security deposit, bonding or insurance requirements may, at the discretion of Owner, be waived.

### PART 7 PROPOSAL ENCLOSURES/REQUIREMENTS

#### 7.01 SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit as follows:
1. Bid Bond of a sum no less than 5 percent of the Bid Amount on AIA A310 Bid Bond Form.
- B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.

- C. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.
- D. Include the cost of bid security in the Bid Amount.
- E. If no contract is awarded, all security deposits will be returned.

#### **7.02 PERFORMANCE ASSURANCE**

- A. Accepted Offeror: Owner is requesting that cost for providing a Performance and Payment bond as described in General Conditions of the Contract, be provided prior to execution of the Owner Contractor Agreement.

#### **7.03 INSURANCE**

- A. Provide an executed "Certificate of Insurance" on a standard form provided by the insurance company stating their intention to provide insurance to the bidder in accordance with the insurance requirements of the Contract Documents.

#### **7.04 PROPOSAL FORM REQUIREMENTS**

- A. Complete all requested information in the Proposal Form and Appendices or on a form that is customary for the Offeror with similar information. The Owner reserves the right to request additional information that may assist them in selecting the best value offer to the City of Kyle.
- B. Taxes: Refer to General Conditions for products that are tax exempt.

#### **7.05 SALES AND USE TAXES**

- A. As a municipality, the work is tax exempt. Contractors are required to abide by tax codes for State of Texas.

#### **7.06 FEES FOR CHANGES IN THE WORK**

- A. Allowable fees for overhead and profit on own Work shall not exceed 10% of the cost of the Change in Work; and shall not exceed 4% of the cost of the Change in Work by subcontractors. Refer to Document 00 7200 - Amended General Conditions.

#### **7.07 PROPOSAL FORM SIGNATURE**

- A. The Proposal Form shall be signed by the Offeror, as follows:
  - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
  - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.



3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.
4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

#### **7.08 PREVAILING WAGE RATES**

- A. As set forth in the Contract Documents, each Offeror is advised that, if awarded the Contract, the Offeror must comply with the requirements of V.T.C.A., Government Code 2258.001 et seq., with respect to the Work, and in this regard shall pay to and cause all of its subcontractors to pay not less than the general prevailing rate of per diem wages and the prevailing rate for legal holidays and overtime work, as ascertained by the Owner.

#### **7.09 SELECTION AND AWARD OF ALTERNATIVES**

- A. Indicate variation of proposal for alternatives listed in the Request for Proposal. Unless otherwise indicated, indicate alternatives as a difference in bid price by adding to or deducting from the base bid price.
- B. Voluntary alternatives may be considered by the Owner, identify cost savings and provide detailed revision of materials, methods and manner in writing. Submit additional information as requested by the Owner to evaluate the Voluntary Alternate.

### **PART 8 OFFER ACCEPTANCE/REJECTION**

#### **8.01 DURATION OF OFFER**

- A. Bids shall remain open to acceptance for a period of sixty days after the bid closing date.

#### **8.02 ACCEPTANCE OF OFFER**

- A. Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by Owner, on behalf of Owner, will issue to the successful Offeror, a written Letter of Intent to Award.
- C. Time is of the essence, and the award of the Contract to the successful Offeror is expressly conditioned upon (i) the Offeror's execution and delivery of the Contract Documents, and delivery of all required payment and performance bonds and evidence of insurance, within ten (10) calendar days after the successful Offeror is notified of the acceptance of its proposal, and (ii) the Offeror's timely fulfillment of any and all other conditions expressly set forth in the Contract Documents. Should the Offeror fail to timely execute and deliver the Contract Documents, the bonds and evidence of insurance, or fail to timely fulfill any other conditions to the Contract Documents and the commencement of the Work, the Owner may, at its option and discretion, without releasing, impairing or affecting its right to receive the

proposal security as liquidated damages for such failure, rescind the award and thereafter award the Contract to another Offeror, or may reject all proposals. There will be no contractual obligation of the part of the Owner to any Offeror, nor will any Offeror have any property interest or other right in the Contract of Work being proposal, unless and until the Contract Documents are unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Offeror have either been so fulfilled by the Offeror or waived in writing by the Owner.

**END OF INSTRUCTIONS TO OFFERORS**



# Document A701™ – 1997

## *Instructions to Bidders*

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.

### TABLE OF ARTICLES

- 1      DEFINITIONS
- 2      BIDDER'S REPRESENTATIONS
- 3      BIDDING DOCUMENTS
- 4      BIDDING PROCEDURES
- 5      CONSIDERATION OF BIDS
- 6      POST-BID INFORMATION
- 7      PERFORMANCE BOND AND PAYMENT BOND
- 8      FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

## **ARTICLE 1 DEFINITIONS**

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

## **ARTICLE 2 BIDDER'S REPRESENTATIONS**

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

## **ARTICLE 3 BIDDING DOCUMENTS**

### **§ 3.1 COPIES**

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

### § 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

### § 3.3 SUBSTITUTIONS

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

### § 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

## **ARTICLE 4 BIDDING PROCEDURES**

### **§ 4.1 PREPARATION OF BIDS**

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

### **§ 4.2 BID SECURITY**

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and 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.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

### **§ 4.3 SUBMISSION OF BIDS**

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

### **§ 4.4 MODIFICATION OR WITHDRAWAL OF BID**

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

## **ARTICLE 5 CONSIDERATION OF BIDS**

### **§ 5.1 OPENING OF BIDS**

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

### **§ 5.2 REJECTION OF BIDS**

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

### **§ 5.3 ACCEPTANCE OF BID (AWARD)**

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

## **ARTICLE 6 POST-BID INFORMATION**

### **§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT**

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

### **§ 6.2 OWNER'S FINANCIAL CAPABILITY**

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

### **§ 6.3 SUBMITTALS**

§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

## **ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

### **§ 7.1 BOND REQUIREMENTS**

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

### **§ 7.2 TIME OF DELIVERY AND FORM OF BONDS**

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

## **ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.



**SECTION 00 3100 INFORMATION AVAILABLE TO OFFERORS**

**EXISTING REPORTS AND SURVEYS**

**1.01 SUBSURFACE INVESTIGATION REPORT**

- A. A copy of a geotechnical report with respect to the building site is included with this document:
- B. This report identifies properties of below grade conditions and offers recommendations for the design of foundations and pavements, prepared primarily for the use of Architect.
- C. The recommendations described shall not be construed as a requirement of this Contract, unless specifically referenced in the Contract Documents.
- D. This report, by its nature, cannot reveal all conditions that exist on the site. Should subsurface conditions be found to vary substantially from this report, changes in the design and construction of foundations will be made, with resulting credits or expenditures to the Contract Price accruing to Owner.

**1.02 TOPOGRAPHIC SURVEY**

- A. A copy of a topographic survey with respect to the project site is included with this document in the Drawings.
- B. This survey identifies grade elevations prepared primarily for the use of Architect in establishing new grades and identifying natural water shed.

**1.03 NOT USED**

**1.05 NOT USED**

**END OF SECTION**



**SECTION 00 4100 PROPOSAL FORM**

**PART 1 GENERAL**

**1.01 THE PROJECT AND THE PARTIES**

- A. City Secretary, City of Kyle, Texas
- B. FOR: City of Kyle Uptown Central Park

**1.02 DATE: \_\_\_\_\_ (OFFEROR TO ENTER DATE)**

**1.03 SUBMITTED BY: (OFFEROR TO ENTER NAME AND ADDRESS)**

**1.04 OFFEROR'S FULL NAME \_\_\_\_\_**

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

**1.05 OFFER**

A. BASE BID (DUE March 16, 2021) Having examined the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Lionheart Places for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract with the Owner to perform the Work for the Sum of:

- 1. Base Bid Proposal \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_), in lawful money of the United States of America.

(Proposal will be judged on this total with awarded alternates. Due at 1:00 p.m. bid day)

B. ALTERNATE BIDS (DUE March 30, 2021) Having examined the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Lionheart Places for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract with the Owner to perform the Work for the Sum of:

- 1. Add Alternative No. 1 – \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_), in lawful money of the United States of America.

- 2. Add Alternative No. 2 – \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_), in lawful money of the United States of America.

(Proposal will be judged on total with awarded alternates. Alternates due at 3:00 p.m.)

bid day)

- C. All Contingency Allowance Fund and other Allowances described in Section 01 2100 are included in the Bid Sum.
- D. The Offeror hereby covenants and agrees that claims for additional compensation or extensions of time because of Offeror's failure to familiarize itself with the Contract Documents or any condition at the Project site that might affect the Work will not be allowed.
- E. The Offeror fully understands the intent and purpose of the Contract Documents and the conditions of proposal as set forth herein and in the Request for to Proposals and the Instructions to Offerors.
- F. Breakdown of Project into multiple bid amounts on a per campus basis is for accounting purposes only. Project to be evaluated and awarded as a single sum of all bid packages plus awarded alternates.
- G. The Offeror fully understands that the project may not be awarded to the General Contractor who offers the lowest priced proposal, but it will be awarded to the General Contractor that is judged to offer the best value in accordance with grading criteria included herein.

#### **1.06 ACCEPTANCE**

- A. This offer shall be open to acceptance for sixty days from the bid closing date.
- B. If this proposal is accepted by Owner within the time period stated above, we will:
  - 1. Execute the Agreement within seven days of receipt of Notice of Award.
  - 2. Furnish the required bonds within seven days of receipt of acceptance of this bid in the form described in Supplementary Conditions.
  - 3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this proposal is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this proposal and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Offerors; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

#### **1.07 ADDENDA**

A. The following Addenda have been received. The modifications to the Proposal Documents noted below have been considered and all costs are included in the Proposal Sum.

- 1. Addendum # 1 Dated \_\_\_\_\_.
- 2. Addendum # 2 Dated \_\_\_\_\_.
- 3. Addendum # 3 Dated \_\_\_\_\_.
- 4. Addendum # 4 Dated \_\_\_\_\_.

**1.08 CONTRACT TIME**

- A. If this Proposal is accepted, we will complete the project in accordance with:
  - 1. Base Bid Completion Date: January 30, 2022. The General Contractor shall use whatever means necessary to accomplish this schedule without disturbing the school day or requiring any class to move. This could be overtime, double shift, etc. Work in classrooms may not take place during class day.
- B. Alternate Completion Date

**1.09 UNIT PRICES**

A. The following are Unit Prices for specific portions of the Work as listed. They are described in summary, reference relevant specification sections for details. Unit Prices will be the same for both Adds and Credits. The following is the list of Unit Prices:

ITEM DESCRIPTION	UNIT QUANTITY	\$ UNIT PRICE
------------------	---------------	---------------

**1.10 CONTRACTOR'S PERSONNEL**

- A. The Offeror agrees to employ the following individuals for the entire duration of the Work at the positions indicated, and agrees not to remove them from the Work nor replace them with others except as otherwise allowed in the Contract Documents or approved in writing by Owner:
- B. PROJECT MANAGER: \_\_\_\_\_
- C. PROJECT SUPERINTENDENT: \_\_\_\_\_
- D. The Owner may choose to interview proposed project team at Owner's discretion.

**1.11 CHANGES TO THE WORK**

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
  - 1. In accordance with terms of the agreement as spelled out in the General Conditions.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 5% of the overhead and profit percentage noted above.

#### 1.12 PROPOSAL FORM SUPPLEMENTS

- A. The following Supplemental information will be provided along with the base proposal and are considered an integral part of this Proposal Form:
  - 1. Document 00305 - Felony Conviction Notification: Include a listing of felony convictions for the company or any key employees of the company.
  - 2. Document 00307 - Hold Harmless Agreement.
  - 3. Document 00306 - Contractor's Qualification Statement with all requested backup material and supplemental information required for the Owner to fully investigate and rank Offerors.
- B. We agree to submit the following Supplemental information on the 00 4100 - Proposal Forms and 00 4336 - Proposed Subcontractors Form at 1:00 p.m.:
  - 1. Document 00 4336 - Proposed Subcontractors form: Include the names of all Subcontractors and the portions of the Work they will perform.
  - 2. Document 00 4100 - Proposal Form - Unit Prices section paragraph 1.05: Include a listing of unit prices specifically requested by the Contract Documents.
  - 3. Document 00 4100 - Proposal Form - Alternatives: Include the cost variations to the Bid Price applicable to the Work as described in Section.

#### 1.13 REPRESENTATIONS: BY EXECUTION AND SUBMISSION OF THIS PROPOSAL, THE OFFEROR HEREBY REPRESENTS AND WARRANTS TO OWNER AS FOLLOWS:

- A. The Offeror has prior experience on construction projects of the same or similar type, nature and class as the Work for the Project.
- B. The Offeror has read and understands the Proposal Documents and the Contract Documents, and this Proposal is made in accordance with the Proposal Documents.
- C. The Offeror has inspected the Project site, is familiar with the local conditions under which the Work is to be performed, and has correlated the Offeror's site observations with the requirements of the Contract Documents.

- D. To the fullest extent permitted by applicable law, the Offeror waives any claim it has or may have against the Owner, the Architect/Engineer, and their respective trustees, officers, shareholders, directors, partners, agents, contractors, consultants and employees arising out of or in connection with the administration, evaluation or recommendation of any proposals; waiver of any requirements under the Proposal Documents or the Contract Documents; acceptance or rejection of any proposals; and the award of the Contract.

**1.14 PROPOSAL FORM SIGNATURE(S)**

- A. The Corporate Seal of  
(Offeror - print the full name of your firm)  
was hereunto affixed in the presence of:

- B. \_\_\_\_\_  
(Authorized signing officer, Title)  
(Seal)

- C. \_\_\_\_\_ (Authorized signing officer, Title)

**END OF SECTION**

00 4305

**SECTION 00 4305 FELONY CONVICTION NOTIFICATION**

STATE OF TEXAS LEGISLATIVE SENATE BILL NO. 1, SECTION 44.034, NOTIFICATION OF CRIMINAL HISTORY, SUBSECTION (A), STATES "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 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 SERVICES PERFORMED BEFORE THE TERMINATION OF THE CONTRACT."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION.

I, THE UNDERSIGNED AGENT FOR THE FIRM NAMED BELOW, CERTIFY THAT THE INFORMATION CONCERNING NOTIFICATION OF FELONY CONVICTIONS HAS BEEN REVIEWED BY ME AND THE FOLLOWING INFORMATION FURNISHED IS TRUE TO THE BEST OF MY KNOWLEDGE.

VENDOR'S NAME

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED):

- MY FIRM IS A PUBLICLY-HELD CORPORATION; THEREFORE, THIS REPORTING REQUIREMENT IS NOT APPLICABLE.

SIGNATURE OF COMPANY OFFICIAL:

- MY FIRM IS NOT OWNED NOR OPERATED BY ANYONE WHO HAS BEEN CONVICTED OF A FELONY.

SIGNATURE OF COMPANY OFFICIAL:

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):

\_\_\_\_\_

-----  
SIGNATURE OF COMPANY OFFICIAL:



**END OF SECTION**

**FELONY CONVICTION NOTIFICATION**

**00 4305**

00 4306

**SECTION 00 4306 CONTRACTOR'S QUALIFICATION STATEMENT**

**CITY OF KYLE INDEPENDENT SCHOOL DISTRICT  
CONTRACTOR'S QUALIFICATIONS STATEMENT**

**AIA FORM A305: THIS STATEMENT, FULLY EXECUTED, MUST ACCOMPANY ANY PROPOSAL  
SUBMITTED TO OWNER FOR OWNER TO CONSIDER SUCH PROPOSAL.**

**THE UNDERSIGNED CERTIFIES UNDER OATH THAT THE INFORMATION PROVIDED HEREIN IS  
TRUE AND SUFFICIENTLY COMPLETE SO AS NOT TO BE MISLEADING.**

**AUTHORIZED COMPANY OFFICIAL'S  
NAME (PRINTED):**

\_\_\_\_\_

**SIGNATURE OF COMPANY OFFICIAL:**

\_\_\_\_\_

**END OF SECTION**

**CONTRACTORS QUALIFICATION STATEMENT**

**00 4306**



00 2113

**SECTION 00 4307 HOLD HARMLESS AGREEMENT**

**THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS, CITY OF KYLE AND ALL OF ITS COUNCIL MEMBERS, TIRZ BOARD MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES (INCLUDING DEATH) RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY ON ACCOUNT OF, ARISING OUT OF, OR IN CONNECTION WITH, ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT FOR UPTOWN CENTRAL PARK ("PROJECT").**

**THE CONTRACTOR SHALL ALSO DEFEND, INDEMNIFY AND HOLD HARMLESS, CITY OF KYLE AND ALL OF ITS COUNCIL MEMBERS, TIRZ BOARD MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST CLAIMS BY ANY SUBCONTRACTOR, SUPPLIER, LABORER, MATERIALMAN OR MECHANIC FOR PAYMENT FOR WORK MATERIALS PROVIDED ON BEHALF OF THE CONTRACTOR IN THE PERFORMANCE OF THE CONTRACT AND ALL SUCH CLAIMANTS SHALL LOOK SOLELY TO CONTRACTOR AND NOT CITY OF KYLE FOR SATISFACTION OF SUCH CLAIMS.**

**THIS HOLD HARMLESS AGREEMENT SHALL BE BINDING UPON THE UNDERSIGNED, AND ITS SUCCESSORS, LEGAL REPRESENTATIVES, HEIRS AND ASSIGNS.**

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

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

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF HAYS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, BY \_\_\_\_\_, \_\_\_\_\_ OF \_\_\_\_\_, A TEXAS \_\_\_\_\_, ON BEHALF OF SAID \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

END OF SECTION

HOLD HARMLESS AGREEMENT

00 4307

(slec188)

00 4308 - 1 of 1

SECTION 00 4308 CONTRACTOR'S ASBESTOS FREE AFFADAVIT

PROJECT NAME: SCU ISD Clemens High School Band Hall Addition and Renovations  
PROJECT NUMBER AND DESCRIPTION: RFCSP NO. 19-006C

CONTRACTOR: (NAME)

THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT THE SCHERTZ CIBOLO UNIVERSAL CITY INDEPENDENT SCHOOL DISTRICT, IN ORDER TO PROTECT THE STUDENTS, STAFF AND PUBLIC IN GENERAL FROM ANY UNNECESSARY EXPOSURE TO ASBESTOS FIBERS, AND TO COMPLY WITH THE ASBESTOS HAZARD EMERGENCY RESPONSE ACT, PROHIBITS THE USE OF ASBESTOS-CONTAINING MATERIALS IN ALL FORMS IN THE CONSTRUCTION AND OPERATION OF THEIR FACILITIES.

THE UNDERSIGNED CERTIFIES THAT HE/SHE IS FAMILIAR WITH THE MATERIALS USED IN THE CONSTRUCTION OF AND INCORPORATED INTO, THE PROJECT REFERENCED ABOVE. UNDERSIGNED FURTHER CERTIFIES THAT, TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, NO ASBESTOS-CONTAINING MATERIALS, EITHER FRIABLE OR OTHERWISE, WERE USED IN THE PROCESS OF CONSTRUCTING OR INCORPORATED INTO THE CONSTRUCTION OF THE PROJECT.

DATED: \_\_\_\_\_, 20\_\_\_\_\_

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

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF TEXAS

**COUNTY OF HAYS**

**THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_,  
20\_\_\_\_,  
BY \_\_\_\_\_, \_\_\_\_\_ OF \_\_\_\_\_, A  
TEXAS \_\_\_\_\_, ON BEHALF OF  
SAID \_\_\_\_\_.**

\_\_\_\_\_  
**NOTARY PUBLIC, STATE OF TEXAS**

**END OF SECTION**

**CONTRACTOR'S ASBESTOS FREE AFFADAVIT**

**4308-**





**SECTION 00 4310 PARTIAL RELEASE OF LIENS**

**AFFIDAVIT AND PARTIAL RELEASE OF LIEN**

**STATE OF TEXAS  
COUNTY OF HAYS**

**CIRCLE ONE:**

**SUBCONTRACTOR**

**SUPPLIER**

**OTHER: GENERAL CONTRACTOR**

**NAME: \_\_\_\_\_**

**BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED WHO, BEING DULY SWORN, UPON HIS/HER OATH STATES THAT THE FOLLOWING IS TRUE AND CORRECT AND WITHIN HIS/HER PERSONAL KNOWLEDGE:**

**I AM A DULY AUTHORIZED AGENT FOR (COMPANY NAME), A GENERAL CONTRACTOR (TYPE OF BUSINESS), WHICH HAS AUTHORIZED ME TO MAKE THIS AFFIDAVIT, TO ENTER INTO THE AGREEMENTS AND TO GRANT THE LIEN WAIVERS HEREIN SET FORTH, ON ITS BEHALF. IN CONSIDERATION OF, AND CONDITIONED UPON RECEIPT OF PAYMENT, THE ABOVE COMPANY DOES HEREBY WAIVE AND RELEASE ALL LIENS, RIGHTS, AND INTEREST (WHETHER CHOATE OR INCHOATE AND INCLUDING, WITHOUT LIMITATION, ALL MECHANIC'S AND MATERIALMAN'S LIENS UNDER THE CONSTITUTION AND STATUTES OF THE STATE OF TEXAS) OWNED, CLAIMED OR HELD, AND TO THE LAND AND IMPROVEMENTS TO THE FULL EXTENT OF THE AMOUNT REQUESTED IN THE PREVIOUS MONTH'S APPLICATION FOR PAYMENT.**

**FOR CONSIDERATION IN HAND PAID, THE ABOVE COMPANY DOES HEREBY CERTIFY AND ACKNOWLEDGE THAT IT HAS BEEN FULLY PAID, LESS RETAINAGE, FOR ALL WORK AND LABOR DONE, AND FOR MATERIALS SUPPLIED, AS OF \_\_\_\_\_ (PREVIOUS MONTH) ON THE PROJECT LISTED BELOW.**

**THE COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY OF KYLE HARMLESS FROM ANY AND ALL LIENS AND CLAIMS FOR DAMAGES, INCLUDING ATTORNEY'S FEES AND EXPENSES, OF SUPPLIERS OF MATERIALS, SUBCONTRACTORS, EQUIPMENT LESSORS AND ANY OTHER FURNISHING MATERIALS, LABOR OR EQUIPMENT IN CONNECTION WITH THE CONSTRUCTION OF THE PROJECT LISTED BELOW.**

**THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS, CITY OF KYLE AND ALL OF ITS COUNCIL MEMBERS, TRIZ BOARD MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES (INCLUDING DEATH) RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY ON ACCOUNT OF, ARISING OUT OF, OR IN CONNECTION WITH, ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT FOR THE UPTOWN CENTRAL PARK**

**PARTIAL RELEASE OF LIENS**

**4310**

**00 4310 2 2**

**PROJECT:** [*Project Name*]

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**COMPANY ADDRESS:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**SUBSCRIBED AND SWORN TO ME BEFORE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_**

**END OF SECTION**

PARTIAL RELEASE OF LIENS 4310 2

**SECTION 00 4313 RELEASE OF LIENS**

**PURSUANT TO THE TERMS OF THE CONTRACT BETWEEN CITY OF KYLE I. S. D. (HEREAFTER CALLED THE "OWNER") AND \_\_\_\_\_ (CONTRACTOR'S NAME) (HEREAFTER CALLED THE "CONTRACTOR") DATED \_\_\_\_\_, OR ITS ASSIGNEES, IF ANY, THE CONTRACTOR UPON FINAL PAYMENT BY THE OWNER DOES REMISE, RELEASE, AND DISCHARGE THE OWNER, ITS OFFICERS, AGENTS, CONSULTANTS, AND EMPLOYEES, INCLUDING THE ARCHITECTS AND ENGINEERS AND THEIR EMPLOYEES OF AND FROM ALL LIABILITIES, OBLIGATIONS, CLAIMS AND DEMANDS WHATSOEVER UNDER OR ARISING FROM THIS CONTRACT AND ASSOCIATED SUBCONTRACTS, EXCEPT: (STATE EXCEPTIONS OR STATE NONE)**

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**THE CONTRACTOR AGREES THAT HE WILL COMPLY WITH ALL THE PROVISIONS OF THIS CONTRACT, INCLUDING WITHOUT LIMITATION THOSE PROVISIONS RELATING TO NOTIFICATION TO THE OWNER AND RELATING TO THE DEFENSE OR PROSECUTION OF LITIGATION. THE COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD THE SCHERTZ CIBOLO UNIVERSAL CITY INDEPENDENT SCHOOL DISTRICT HARMLESS FROM ANY AND ALL LIENS AND CLAIMS FOR DAMAGES, INCLUDING ATTORNEY'S FEES AND EXPENSES, OF SUPPLIERS OF MATERIALS, SUBCONTRACTORS, EQUIPMENT LESSORS AND ANY OTHER FURNISHING MATERIALS, LABOR OR EQUIPMENT IN CONNECTION WITH THE CONSTRUCTION OF THE PROJECT LISTED BELOW.**

**PROJECT: UPTOWN CENTRAL PARK**

**IN WITNESS WHEREOF, THIS RELEASE HAS BEEN EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.**

\_\_\_\_\_  
 Contractor's Authorized  
 Representative Signature

\_\_\_\_\_  
 Notary Public in and for  
 \_\_\_\_\_ County, Texas

MY COMMISSION EXPIRES THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

**END OF SECTION**

**RELEASE OF LIENS**

**4313**

**SECTION 00 4336 PROPOSED SUBCONTRACTORS FORM**

**LIST OF SUBCONTRACTORS**

- 1.01 SITEWORK** \_\_\_\_\_
- 1.02 SITE UTILITIES** \_\_\_\_\_
- 1.03 DRILLED PIERS** \_\_\_\_\_
- 1.04 LANDSCAPING & IRRIGATION** \_\_\_\_\_
- 1.05 CONCRETE FOUNDATION** \_\_\_\_\_
- 1.06 ELEVATED SLABS** \_\_\_\_\_
- 1.07 CONCRETE FLATWORK** \_\_\_\_\_
- 1.08 MASONRY** \_\_\_\_\_
- 1.09 STRUCTURAL STEEL FAB** \_\_\_\_\_
- 1.10 STRUCTURAL STEEL ERECT** \_\_\_\_\_
- 1.11 CARPENTRY** \_\_\_\_\_
- 1.12 ARCHITECTURAL WOODWORK** \_\_\_\_\_
- 1.13 DAMPROOFING & SEALANT** \_\_\_\_\_
- 1.14 ROOFING** \_\_\_\_\_
- 1.15 INSULATION** \_\_\_\_\_
- 1.16 HOLLOW METAL DOORS & FRAMES** \_\_\_\_\_
- 1.17 WOOD DOORS** \_\_\_\_\_
- 1.18 OTHER DOORS** \_\_\_\_\_
- 1.19 STOREFRONTS & WINDOWS** \_\_\_\_\_
- 1.20 BUILDING HARDWARE** \_\_\_\_\_
- 1.21 PAINTING** \_\_\_\_\_

1.22 CERAMIC TILE \_\_\_\_\_

1.23 RESILIENT FLOORS \_\_\_\_\_

1.24 SPECIAL FLOORS \_\_\_\_\_

1.25 DRYWALL \_\_\_\_\_

1.26 ACOUSTICAL CEILINGS \_\_\_\_\_

PROPOSED SUBCONTRACTORS FORM 4336 1 00 4336 2 2

1.27 BUILDING ACCESSORIES \_\_\_\_\_

1.28 TOILET ACCESSORIES \_\_\_\_\_

1.29 TOILET PARTITIONS \_\_\_\_\_

1.30 FOOD SERVICE EQUIPMENT \_\_\_\_\_

1.31 FABRICATED CASEWORK \_\_\_\_\_

1.32 PRE ENGINEERED METAL BUILDING \_\_\_\_\_

1.33 FIRE ALARM SYSTEMS \_\_\_\_\_

1.34 FIRE SPRINKLER SYSTEMS \_\_\_\_\_

1.35 DIGITAL CONTROL SYSTEMS (3RD TIER) \_\_\_\_\_

1.36 ELEVATORS \_\_\_\_\_

1.37 HVAC SYSTEMS \_\_\_\_\_

1.38 PLUMBING SYSTEMS \_\_\_\_\_

1.39 ELECTRICAL \_\_\_\_\_

1.40 TECHNOLOGY \_\_\_\_\_

1.41 PUBLIC ADDRESS SYSTEMS \_\_\_\_\_

1.42 OTHER SUBS \_\_\_\_\_

**NOTE: Trades listed above are provided as a guide only. Additional trades may be required to perform the scope of work indicated. Self-performance of any work performed by the General**

**Contractor should be indicated only in those categories for which the General Contractor will be exclusively performing work. Otherwise, all subcontractors should be listed.**

**END OF SECTION**

**PROPOSED SUBCONTRACTORS FORM 4336 2 00 5200 1 1**

**SECTION 00 5200 AGREEMENT FORM**

**PART 1 GENERAL**

**1.01 FORM OF AGREEMENT**

- A. The Agreement (AIA A101, as Amended) to be executed is attached following this page.

**1.02 RELATED REQUIREMENTS**

- A. Section 00 7200 - General Conditions, as amended.

**1.03 MODIFICATIONS TO THE AGREEMENT**

- A. Agreement form has been modified by the Owner and the Owner's Attorney.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**3.01 AIA DOCUMENT A SERIES FORM**

- A. AIA Document A101, Owner-Contractor Agreement Form - Stipulated Sum 2017, as amended Edition, forms the basis of Contract between the Owner and Contractor. Sample A101 is enclosed.



- B. AIA Document A201 General Conditions - 2017 as amended is also enclosed in Section 00 7200 General Conditions.

**END OF AGREEMENT**

**AGREEMENT FORM**

**5200 1**

**SECTION 00 7200  
GENERAL CONDITIONS**

**FORM OF GENERAL CONDITIONS**

1.1 The General Conditions applicable to this contract is attached following this page.

**SUPPLEMENTARY CONDITIONS**

2.1

Refer to 00 7300 - Supplementary Conditions for amendments to these General Conditions. **END OF SECTION**

**City of Kyle Uptown Central Park**

(slew800)

**00 7200 - 2 of 2**

1  
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2

**SECTION 00 7300  
SUPPLEMENTARY CONDITIONS**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 00 7200 - General Conditions and other provisions of the Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

**1.2 MODIFICATIONS TO GENERAL CONDITIONS**

- A. Attachment 1. "Supplementary Conditions for the Contract for Construction"

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**City of Kyle Uptown Central Park**

**(slew800)**

**00 7300 - 2 of 2**

# REQUEST FOR INFORMATION

RFI# \_\_\_\_\_

For the purpose of clarifying the Contract Documents

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

Contract for \_\_\_\_\_

From: \_\_\_\_\_ GC Project # \_\_\_\_\_

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To: \_\_\_\_\_ A/E Project # \_\_\_\_\_

Attention: \_\_\_\_\_

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RE: \_\_\_\_\_

Specification Section:	Paragraph:	Drawing Reference :	Detail:
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The following item(s) cannot be reasonably inferred from the Contract Documents:

Request: \_\_\_\_\_

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Suggested recommendation: \_\_\_\_\_

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Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_

The response will be made within the time designated in Section 01 3000 (01300) from the date of receipt by the Architect/Engineer.

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Response: \_\_\_\_\_

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**Note:** This reply is not an authorization to proceed with work involving additional cost, time, or both. If any reply requires a change to the Contract Documents, a Change Order, Construction Change Directive, or a Minor Change In The Work must be executed in accordance with the Contract Documents.

Response from \_\_\_\_\_ by: \_\_\_\_\_ Date: \_\_\_\_\_

Attachments: \_\_\_\_\_

Cc:  Owner  Consultant  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  File

## Weather Data Sheet for Kyle, TX <sup>1</sup>

### **NOTES:**

- A. A rain day (or inclement weather day), for the purposes of this contract, is a day that there is one tenth (0.1) of an inch (2.54 mm) of rain, or greater, at the site, prior to 3:00 PM and the resulting conditions disallow work on the site. Conditions must be substantiated and agreed to by the Architect otherwise they will not be allowed.
- B. Rain days (or other inclement weather days) per month may be allowed only for the number of days which exceed the historic mean monthly regional count according to the weather data schedule above. Additional days for A muddy or other unworkable condition(s) will be considered and determined at the sole discretion of the Architect.
- C. The Contractor shall provide evidence of rain days (or other inclement weather days) and site conditions for each actual rain day and additional day which are claimed and unclaimable. Rain days and additional days up to the mean number of days per month are considered unclaimable, however, they must be substantiated in the same manner as the excess days in order to justify a claim for the excess days.



# NOTICE TO COMPLY

NTC # \_\_\_\_\_

Project: \_\_\_\_\_

Contract for \_\_\_\_\_

\_\_\_\_\_

From: \_\_\_\_\_ GC Project # \_\_\_\_\_  
Lionheart Date: \_\_\_\_\_

Issued To: \_\_\_\_\_

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

Phone #: \_\_\_\_\_ Fax # \_\_\_\_\_

Attention: \_\_\_\_\_

RE:

Specification Section:

Paragraph:

Drawing Reference:

Detail:

Deficiency Item:

Correct by:  Immediately

---

MM Project #

Corrected on: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Issued \_\_\_\_\_ by:  
Date: \_\_\_\_\_

\_\_\_\_\_

**This notice does not authorize a change to the Contract Documents.**

Attachments: \_\_\_\_\_

cc: □ Owner □ Consultant \_\_\_\_\_ □ \_\_\_\_\_ □  
\_\_\_\_\_ □ □ File

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**SECTION 00 7346  
WAGE DETERMINATION SCHEDULE**

**PART 1 GENERAL**

1.1 WAGE SCALE

- A. The Contractor agrees to pay and require subcontractors to pay all workers employed on the project in accordance with the requirements of the labor and wage standards as listed in the attached wage scale.
  - 1. The wage scale is entitled "General Decision Number: TX180301 Dated: 09/14/2018 TX301"
  - 2. The wage scale is attached following this page.
- B. RELATED REQUIREMENTS
  - 1. Section 00 7200 - General Conditions.
  - 2. Section 00 7300 - Supplementary Conditions.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

**WAGE DETERMINATION SCHEDULE**

**SECTION 01 1000  
SUMMARY****PART 1 GENERAL****1.1 PROJECT**

- A. Project Name: City of Kyle Uptown Central Park
- B. Owner's Name: City of Kyle, Texas
- C. Architect's Name: Lionheart Places.
- D. The Project consists of the construction of new Uptown Central Park.
  - 1. Nonsmoking Site: Smoking is not permitted anywhere on the premises.

**1.2 CONTRACT DESCRIPTION**

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 5200 - Agreement Form.

**1.3 DESCRIPTION OF ALTERATIONS WORK**

- A. Scope of demolition and removal work is shown on drawings.
- B. Scope of alterations work is indicated on drawings.
- C. In addition to specified replacement of equipment and fixtures restore existing plumbing, heating, ventilation, air conditioning, and electrical systems to full operational condition.

**1.4 DESCRIPTION OF CONSTRUCTION WORK**

- A. Scope of new construction is generally indicated on drawings.
- B. The following is a written summary of the Work, which will include Work from all 37 CSI Divisions:
  - 1. New City Park.

**1.5 GENERAL NOTES**

- A. Related Documents The following text is to communicate and emphasize that each element of the drawings and specifications is related and important, as are communication and cooperation of each member of the construction team for the satisfactory completion of this project:
  - 1. Related documentation, drawings and general provisions of the Contract, including General Conditions and Supplementary Conditions, and Division 01 Specification Sections (aka front end documents), apply to all Specification Sections.
  - 2. Sections referenced in the articles or paragraphs entitled "Related Requirements", "Related Documents", "Section Includes", and/or similar lines and headings also apply to all Specification Sections.
  - 3. Sections referenced within the above mentioned, or of similar title (or content), articles, paragraphs, lines and headings also apply to all Specification Sections. Other Sections not mentioned in these titles/headings but also affecting the Work of all Specification Sections also apply. This applies to all the Work of this Project. a. Definitions
    - 1) 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.
    - 2) The term "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.
    - 3) The term "Product" means items acquired for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," "service," and terms of similar intent.

- b. Other new or related Work, as may be required at new and existing construction affecting the Work of all Specification Sections shall be performed in a satisfactory professional manner. The Work shall not be adverse to any existing operations, warranties, or other satisfactory building function.
- 4. Compliance with Accessibility Standards
  - a. This project shall comply with the **2012 TAS** and the **2010 ADA Standards** and other relevant accessibility regulations.
  - b. All sites, facilities, buildings, and elements that are constructed or altered by, on behalf of, or for the use of the public shall be designed, constructed, or altered to be readily accessible to and usable by individuals with disabilities as defined by the governing standards and agencies. This includes products, supplies, items, finishes, equipment, and other effects (as well as their operation, placement and location) that constitute any part, assembly, or whole of the building & site, whether manufactured, fabricated, assembled, conditioned or constructed, on-site or off-site are required to be compliant with these standards. Providers of all effects shall become familiar with the standards and deliver such compliant effects. In cases where the contract documents appear to contradict the accessibility regulations, the provider shall contact the Architect for additional direction and clarification before installation or construction of the effect.”
  - c. The 2012 TAS (Texas Accessibility Standards):
    - 1) A digital edition is at:  
<https://www.license.state.tx.us/AB/2012TAS/2012tasComplete.pdf> **-or2)**  
Go to the Texas Architectural Barriers web site at:  
<https://www.license.state.tx.us/ab/abtas.htm>
  - d. The 2010 ADA Standards:
    - 1) A digital edition is at  
[https://www.ada.gov/regqs2010/2010ADASTandards/2010ADASTandards\\_prt.pdf](https://www.ada.gov/regqs2010/2010ADASTandards/2010ADASTandards_prt.pdf)  
**-or-**
    - 2) Go to the ADA.gov web site at:  
[https://www.ada.gov/2010ADASTandards\\_index.htm](https://www.ada.gov/2010ADASTandards_index.htm)
  - e. Refer also to other relevant accessibility regulations, related documents and Authorities Having Jurisdiction (AHJ's).
- B. Existing roof warranties shall not be voided. Any work on existing roofing or connection of new roof to an existing roof or work at existing parapets and other parts under the umbrella of an existing roof warranty shall not be voided. Work at existing roof and roof elements shall be executed by a roofer and materials as approved in writing by the current warrantor of the existing roof or roofs.
- C. It is the intent of these documents to construct an asbestos free and hazmat free project. In order to protect persons in contact with this project from any unnecessary exposure to any asbestos fibers, and to comply with the Asbestos Hazard Emergency Response Act it is prohibited to use any asbestos containing materials in all forms in the construction and operation of this facility.
  - 1. The Contractor shall provide an affidavit certifying that this project is asbestos free.
- D. In new construction or alteration/renovation work, should the Contractor encounter previously unknown hazardous materials, the Contractor shall immediately cease work and notify the Architect. Major work for removal or treatment of such materials is not part of the work of this contract.
- E. Mold, mildew, and/or any other fungus is not allowed on this project. Any new materials which acquire this type of infection must be immediately removed from the project.
  - 1. Refer also to Section 09 2116 - Gypsum Board Assemblies for specific procedures dealing with gypsum board installation.
- F. Failure to comply with these requirements constitutes non-compliance with the specifications and an unacceptable project.



- G. The Owner shall appoint and retain materials testing and construction observation services. When testing or observations reveal substandard, defective, non-compliant, or otherwise unacceptable work, the Contractor shall correct such work and bear the cost of retesting/observation where testing/observation had revealed the unacceptable work. H.
- Preparation of new or existing substrate:
1. New substrates shall be prepared as recommended by manufacturer of new work/ finish(es)/ material(s)/ product(s)/ equipment/ item(s) and/or any other new element(s).
  2. Cut, move, and remove existing finish(es), material(s), product(s), equipment, item(s), and/or other element(s) (hereinafter referred to as "existing element(s)") and prepare substrate as necessary for application of new work/ finish(es)/ material(s)/ product(s)/ equipment/ item(s) and/or any other new element(s) (hereinafter referred to as "new work") required for a complete and satisfactory professional installation.
    - a. This includes the removal of existing element(s) whenever the existing element(s) is/are not to remain in place or is/are not an appropriate substrate and/or condition for the new work, as determined by the manufacturer or Architect. This includes, but is not limited to, existing flooring, wall elements, and/or other floor, wall, ceiling, and/or other existing element(s) (interior and exterior), unsuitable substrate and/or condition, and/or other material which compromises the new work installation, or is/are not acceptable to the manufacturer of the new work, or voids the warranty of the new work application(s).
  3. Prepare new and existing substrates and surfaces as required to receive new work/ finish(es)/ material(s)/ product(s)/ equipment/ item(s) and/or any other new element(s) application(s).
- I. Temporary Removal
1. Work of the respective specification section(s) for new work at existing construction may include temporary removal of "existing elements", repair and preparation of existing substrate(s) required for a proper, complete and satisfactory professional installation of new work.
  2. Carefully cut, move, or remove other existing elements to remain, as necessary for access or proper application of alterations and renovation work. Replace and restore in working order at completion to a finished condition indistinguishable from the new work.
  3. When removed material(s)/equipment or adjacent material(s)/equipment are damaged or beyond acceptable reuse they are to be replaced with new material(s)/equipment to match the undamaged existing material(s)/equipment. Close match is not acceptable. Replacement materials must be acceptable to the Architect and the Owner. This shall apply to all surfaces (e.g. floors, walls, ceilings, exterior surfaces, etc.) and all elements (e.g. doors, frames, windows, louvers, hatches, MEP elements, all fixtures, landscaping, other interior and exterior elements, etc.) contained in, on, above, below or around those surfaces or locations. This applies to damage on account of the activities of the work of the various respective specification sections for new work at or around existing construction. J. Installation of Door, Cabinet and other Owner sensitive Hardware.
    1. This requirement shall be for any product or unit that will require installation of all door hardware and locks that are to receive a core with the keyway.
    2. Door Hardware, Cabinet locks and other Owner sensitive hardware installation shall be turnkey by Hardware supplier, except where the hardware is traditionally provided to other suppliers such as storefront manufacturers and other manufacturers requiring their installation. Hardware supplier shall provide experienced factory trained personnel who have completed installations similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance. Hardware installation shall be under the direction and control of an Architectural Hardware Consultant (AHC). Self-installation by General Contractor or any other contractor shall not be allowed. Prior to Substantial Completion, hardware supplier and supervising Architectural Hardware Consultant (AHC) shall perform a final inspection

of installed door hardware and state in written report whether work complies with or deviates from requirements, including whether door hardware is properly installed, operating and adjusted. K. Required anchorage at roof:

1. Anchorage and anchor design of any manufactured element and additional necessary interstitial members needed for attachment on the roof shall be provided to resist the uplift and sliding forces that result from the application of the prescribed wind uplift roof load. These elements include but are not limited to:
    - a. Skylights
    - b. Equipment
    - c. Vents
    - d. Ductwork
    - e. Hoods
    - f. Screens
    - g. Antennas
    - h. Drains
    - i. Piping
    - j. Switches & other control devices
    - k. Lightning protection
    - l. Canopies
    - m. Shading devices
    - n. Sun Screens and Louvers
    - o. Overhangs
    - p. Roof Access Hatches
    - q. Decorative or design element(s)
  2. This requirement supersedes any language in any specification section, shop drawing, or other document(s), which do not meet or exceed the roof load requirements.
  3. The load requirement at the roof shall be determined by the strictest of the requirements by authorities having jurisdiction, which are applicable to the location of the project site.
- L. On renovation/alteration/remodel work at existing buildings, this contractor shall include in their responsibilities the care and maintenance of the HVAC filters and return air grills for the area(s) which the work of this contract occurs. The filters shall be examined weekly and replaced with clean filters appropriate to the unit. Upon Substantial Completion clean/new filters shall be placed in the HVAC units and all coils for the HVAC units shall be cleaned.
- M. Debris, rubbish, trash, waste and other matter to be disposed of throughout this project shall be handled in a thorough, neat, proper, legal, and expeditious manner. N. The use of explosives is not allowed.
- O. Project Sign shall be installed within the time mentioned in Section 01 5813 - Temporary Project Signage.
- P. When working with an existing building, provide a secure and weather tight building at all times.

#### 1.6 QUALITY ASSURANCE

- A. The work of each section of these specifications shall be executed by an entity with a minimum experience level in the work described as expressed in the section.
- B. Where the experience level is not expressed it shall be known here that the experience level must be at least five (5) years of documented experience in the work of the specification section. Contractors and subcontractors must be able to show recent examples of their work (up to (3) three) in the local area.
- C. Products and fabrications shall be made by manufacturers/fabricators with a minimum experience level expressed in the specification section.
- D. Where the experience level of the manufacturer/fabricator/contractor is not expressed it shall be known here that the experience level must be at least five (5) years of documented experience in the product or fabrication or service of the items/work described in the specification section.

**1.7 WORK BY OWNER**

- A. Items noted NIC (Not in Contract) will be supplied by and installed by Owner before Substantial Completion. Some items include:
  - 1. Movable cabinets.
  - 2. Furnishings.
  - 3. Small equipment.
  - 4. Computer Equipment.

**1.8 SALVAGE BY CONTRACTOR**

- A. Contractor shall remove and deliver the following to Owner prior to start of work:
  - 1. None
- B. Contractor shall remove and store the following, for later reinstallation by the Contractor:
  - 1. None

**1.9 OWNER OCCUPANCY**

- A. Owner intends to occupy the Project upon Substantial Completion.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

**1.10 CONTRACTOR USE OF SITE AND PREMISES**

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Arrange use of site and premises to allow:
  - 1. Owner occupancy.
  - 2. Work by Others.
  - 3. Work by Owner.
  - 4. Use of site and premises by the public.
- C. Provide access to and from site as required by law and by Owner:
  - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
  - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Not used
- E. Time Restrictions:
  - 1. Limit conduct of especially noisy exterior work to times agreed upon in advance with the Owner and with seven (7) days notice.
  - 2. Limit conduct of especially noisy exterior work to the hours of 8:30 a.m to 5:30 p.m., or as prescribed by the City of Kyle in writing..
- F. Utility Outages and Shutdown:
  - 1. Limit disruption of utility services to hours the building is unoccupied.
    - a. Coordinate all utility outages with Owner. Provide a minimum of 7 days notice to Owner and authorities having jurisdiction.
    - b. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
    - c. THE REQUIREMENTS OF THIS PARAGRAPH SUPERSEDE THE TIME REQUIREMENTS FOR SCHEDULING UTILITY OUTAGES IN ALL SUBSEQUENT SPECIFICATION SECTIONS AND ON ALL DRAWINGS.
  - 2. Prevent accidental disruption of utility services to other facilities.

**1.11 WORK SEQUENCE**

- A. Construct Work in stages during the construction period:
- B. Coordinate construction schedule and operations with Owner.

**1.12 AVAILABLE MANUFACTURERS - FOR CONSIDERING PROPOSED SUBSTITUTES**

- A. Substitutions: The product(s) referenced by the manufacturer listed or list of manufacturers provided, form the basis of design. The contractor at their option may provide an alternate manufacturer as a proposed substitute, however, if another product is proposed, the Contractor shall provide data from the specified manufacturer & product(s) as well as equivalent data from the proposed manufacturer for a comparison, review, and determination of acceptance (approval or disapproval) by the Architect. Approval cannot be made if adequate comparison information is not provided. Absence of specified manufacturers' data is grounds for disapproval.
1. Comparison format: Provide a three column chart. In the left column (column one) make a list of data (standards, performance requirements, physical characteristics, available options as listed in the specifications) and product, item, and/or system features pertinent to the project. At the center column (column two) provide the corresponding results for the data listed in column one for the specified product, item, or system. At the right column (column three) provide the equivalent information for the proposed substitution.
  2. Provide a thorough and clear identification of the proposed substitution.
  3. Refer to the sample "Comparison Sheet" attached following Section 01 3000 Administrative Requirements.
- B. Refer to Section 01 3000 - Administrative Requirements AND Section 01 6000 - Product Requirements for substitution procedures.
- C. For each "Substitution Request" form provide a point-for-point comparison showing the values of the specified product, item, system or procedure to the same values of the proposed substitute. See sample "Comparison Sheet" attached at the end of this section.

#### 1.13 ATTACHMENTS

- A. Sample "Comparison Sheet" (guide to compare specified product/item to a proposed substitute); one page.
1. A comparison showing characteristics of the specified product / item point-for-point to the same characteristics for the Proposed Substitute.
  2. For each proposed substitute product / item, provide with each Substitution Request form, a separate comparison sheet, similar to the attached, with all the appropriate supporting information filled in.
  3. Provide manufacturers printed data supporting each value. Highlight or mark the manufacturers printed value.

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 2000  
PRICE AND PAYMENT PROCEDURES**

**PART 1 GENERAL**

## 1.1 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Change procedures.
- C. Correlation of Contractor submittals based on changes.
- D. Record Documents.

## 1.2 RELATED REQUIREMENTS

- A. Section 00 5200 - Agreement Form: Contract Sum, retainages, payment period, monetary values of unit prices.

## 1.3 SCHEDULE OF VALUES

- A. Form to be used: Submit a printed schedule on AIA Forms G703 - Application and Certificate for Payment Continuation Sheet.
  - 1. Contractor's standard form or electronic media print out may be considered for use.
    - a. Submit a sample form to the Architect for review and approval.
    - b. Form shall have all the elements of AIA Forms G703 as a minimum.
    - c. This consideration will be made only with the understanding that the submitted form has the exact and full force and effect of the AIA Form G703 and does not alter in any way AIA Forms G702 and G703.
  - 2. AIA Forms G702 and G703 must be used unless approved otherwise by the Architect.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
  - 1. Submit Schedule of Values, for review and approval by the Architect, more than 10 days prior to the first Application for Payment
  - 2. An approved Schedule of Values must be submitted with the first request for payment and all subsequent requests for payment.
  - 3. The Schedule of Values may only change by Change Order after it has been approved.
- E. The Schedule of Values and the Construction Progress Schedule shall directly correlate. The work completed in the current period must be accurately reflected in both documents. 1. Only items which have been accomplished and shown in the Construction Progress Schedule for the current time period may be claimed in the Application and Certificate for Payment (request for payment).
  - 2. The Architect/Engineer has the right to ask for and receive additional information or definition on any or all items, including further breakdown.
- F. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify General Requirements, Bonds, Insurance,. Also identify Contractor's profit and Contractor's overhead.
  - 1. Further breakdown may be required for separately identified items, systems, procedures or processes.
  - 2. Additional breakdown will be required for phasing within each section.
- G. Include in each line item, the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- H. Revise schedule to list approved Change Orders, with each Application For Payment.
  - 1. Each Change Order must be separately listed and its contents itemized.

- I. The entire Schedule of Values must be legible. A minimum ten (10) point font size is recommended. Illegible documents will not be accepted. Legibility is determined by the Architect.

#### 1.4 RECORD DOCUMENTS

- A. Refer to Section 01 3000 - Administrative Requirements, item entitled 'Record Documents.'
- B. Record Documents shall be kept current.
- C. Record Drawings shall be reviewed each month by the Architect (and consultants as applicable) at the time of the submittal of the Application and Certificate for Payment. Record Documents shall be current at time of review for the Application and Certificate for Payment.

#### 1.5 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval. C. Forms filled out by hand will not be accepted.
- D. For each item, provide a column for listing each of the following:
  1. Item Number.
  2. Description of work.
  3. Scheduled Values.
  4. Previous Applications.
  5. Work in Place and Stored Materials under this Application.
    - a. When stored materials are claimed, provide a copy of a paid invoice or receipt from the source of the material. Unpaid stored materials are not allowed to be requested for payment.
    - b. Whenever stored materials have not been installed by the time a subsequent Application and Certificate for Payment is due, create a footnote or a new line item identifying the material or materials separately as "previously listed and not installed." Include the accurate amount(s) for each item. Carry this (these) footnote(s) or line item(s) forward until the materials are installed.
  6. Authorized Change Orders.
  7. Total Completed and Stored to Date of Application.
  8. Percentage of Completion.
  9. Balance to Finish.
  10. Retainage.
    - a. Unless noted otherwise in the Contract Documents, until issuance of Final Certificate for Payment, the Owner will pay 95% of the amount due the Contractor on account of progress payments.
- E. Execute certification by signature of authorized officer.
- F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
  1. Identify contents of Change Order.
  2. Itemize contents of Change Orders. Reflect in both the Schedule of Values and the Construction Progress Schedule.
- H. Submit one electronic and three hard-copies of each Application for Payment.
- I. Include the following with the application:
  1. Transmittal letter as specified for submittals in Section 01 3000.
  2. Construction progress schedule, revised and current as specified in Section 01 3000 and Section 01 3216.
    - a. The Construction Progress Schedule must be fully coordinated with the Application and Certificate for Payment Continuation Sheet AIA G703 or equivalent approved sheet.

- b. Lack of coordination is cause for rejection of the Application and Certificate for Payment.
3. Current construction photographs specified in Section 01 3000.
4. Partial release of liens from major subcontractors and vendors.
5. Provide an itemized list of entries made to the Record Set of documents made since the last Application for Payment. The Owner and Architect may review the record set at the project site for this information. If no entries were made to the Record Set, the Contractor shall make a written statement to that effect.
6. Record Drawings shall be reviewed each month by the Architect, Engineers, and consultants at time of the submittal of the Application and Certificate for Payment. Record Documents shall be current at the time of each review for Application and Certificate for Payment. Record Documents found not to be current shall be cause for payment request to be rejected.
7. Affidavits attesting to off-site stored products.
  - a. Prior approval by the Owner is required before off-site stored products may be submitted. Submittal without prior approval is cause for rejection of payment for these items.
  - b. Products must be suitably stored, marked and maintained separately from other contents of the building. Site must be available for Owner or Architect to verify storage of products.
  - c. Proof of an appropriate current bond for the site of the stored materials is required.
  - d. Provide an appropriate insurance policy for the stored materials of this project as contents of the site. The policy shall cover the replacement of the stored materials without additional cost to the Owner.
8. Provide 'Paid' receipts for stored items if requesting payment for these items. Payment by Owner will not be made to Contractor without the 'Paid' receipts.
9. Provide a separate sheet indicating Time and Dollar expenditure percentages:
  - a. Provide ratio of time spent to the total time of the contract expressed as a percentage.
  - b. Provide ratio of total dollars (requested to date) to the current contract total expressed as a percentage.
10. Provide an updated Submittal Schedule.
11. Provide a current Submittal Log indicating the status of each item.
12. Provide a current RFI (Request for Information) Log indicating the status of each item.
13. Provide Certified Payrolls for the Contractor and Subcontractors covering the current payment period.
14. Make available the up-to-date Record Documents for review by Owner, Architect and consultants. Record Documents shall be current at time of review for the Application and Certificate for Payment.

#### 1.6 MODIFICATION PROCEDURES

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to the Contract Documents.
- B. For minor changes not involving an adjustment to the Contract Price or Contract Time, Architect will issue instructions directly to Contractor.
- C. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
  1. The document will describe the required changes and will designate method of determining any change in Contract Price or Contract Time.
  2. Promptly execute the change.
- D. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and

- specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within \_\_\_\_ days.
- E. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01 6000.
- F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
  2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
  3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
  4. For change ordered by Architect without a quotation from Contractor, the amount will be determined by Architect based on the Contractor's substantiation of costs as specified for Time and Material work.
- G. Substantiation of Costs: Provide full information required for evaluation.
1. On request, provide the following data:
    - a. Quantities of products, labor, and equipment.
    - b. Taxes, insurance, and bonds.
    - c. Overhead and profit.
    - d. Justification for any change in Contract Time.
    - e. Credit for deletions from Contract, similarly documented.
  2. Support each claim for additional costs with additional information:
    - a. Origin and date of claim.
    - b. Dates and times work was performed, and by whom.
    - c. Time records and wage rates paid.
    - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
  3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- H. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Price.
1. If a Change Order contains more than one item, separately itemize on the Schedule of Values and the Construction Progress Schedule.
- J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit. K. Promptly enter changes in Project Record Documents.
- 1.7 APPLICATION FOR FINAL PAYMENT
- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Price, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
1. All closeout procedures specified in Section 01 7000.

**END OF SECTION**



**SECTION 01 2100  
ALLOWANCES**

**PART 1 GENERAL**

1.1 SECTION INCLUDES

- A. Contingency allowance.
- B. Payment and modification procedures relating to allowances.

1.2 RELATED REQUIREMENTS

- A. Section 01 2000 - Price and Payment Procedures: Additional payment and modification procedures.

1.3 CONTINGENCY ALLOWANCE

- A. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.
- B. Funds will be drawn from the Contingency Allowance only by Change Order.
- C. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.4 ALLOWANCES SCHEDULE

- A. Contingency Allowance: Include the stipulated sum/price of \$100,000 for use upon Owner's instructions.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

ALLOWANCES

## SECTION 01 2200 UNIT PRICES

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. List of unit prices, for use in preparing Bids.
- B. Measurement and payment criteria applicable to Work performed under a unit price payment method.

#### 1.2 COSTS INCLUDED

- A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit. Unit Prices may be used for both adds and credits from the project contingency.

#### 1.3 MEASUREMENT OF QUANTITIES

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
- B. Take all measurements and compute quantities. Measurements and quantities will be verified by Architect.
- C. Assist by providing necessary equipment, workers, and survey personnel as required.
- D. Measurement Devices:
  - 1. Weigh Scales: Inspected, tested and certified by the applicable state Weights and Measures department within the past year.
  - 2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
  - 3. Metering Devices: Inspected, tested and certified by the applicable state department within the past year.
- E. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
- F. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
- G. Measurement by Area: Measured by square dimension using mean length and width or radius.
- H. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
- I. Stipulated Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

#### 1.4 PAYMENT

- A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Architect, multiplied by the unit price.
- B. Payment will not be made for any of the following:
  - 1. Products wasted or disposed of in a manner that is not acceptable.
  - 2. Products determined as unacceptable before or after placement.
  - 3. Products not completely unloaded from the transporting vehicle.
  - 4. Products placed beyond the lines and levels of the required Work.
  - 5. Products remaining on hand after completion of the Work.
  - 6. Loading, hauling, and disposing of rejected Products.

#### 1.5 DEFECT ASSESSMENT

- A. Replace Work, or portions of the Work, not complying with specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct one of the following remedies:
  - 1. The defective Work may remain, but the unit price will be adjusted to a new unit price at the discretion of Architect.
  - 2. The defective Work will be partially repaired to the instructions of the Architect, and the unit price will be adjusted to a new unit price at the discretion of Architect.
- C. If, in the opinion of Owner, it is not practical to remove and replace the Work, Owner will direct one of the following remedies:
  - 1. The defective Work may remain, but the unit price will be adjusted to a new unit price at the discretion of Owner.

- 2. The defective Work will be partially repaired to the instructions of the Owner, and the unit price will be adjusted to a new unit price at the discretion of Owner.
- D. The individual specification sections may modify these options or may identify a specific formula or percentage price reduction.
- E. The authority of Architect to assess the defect and identify payment adjustment is final.

1.6 SCHEDULE OF UNIT PRICES

A.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 2300  
ALTERNATES**

**PART 1 GENERAL**

- 1.1 SECTION INCLUDES
  - A. Description of Alternates.
- 1.2 RELATED REQUIREMENTS
  - A. Front End Documents: Instructions for preparation of pricing for Alternates; incorporating monetary value of accepted Alternates.
- 1.3 ACCEPTANCE OF Alternates
  - A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
  - B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.
- 1.4 SCHEDULE OF Alternates
  - A. Add Alternative No. 1 –
  
  - B. **PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 3000  
ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

## 1.1 SECTION INCLUDES

- A. General administrative requirements.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Submittal Schedule.
- F. Progress photographs.
- G. Coordination drawings.
- H. Submittals for review, information, and project closeout.
- I. Number of copies of submittals.
- J. Submittal procedures.
  - 1. Transmittal Letter. K. Record Documents.

## 1.2 RELATED REQUIREMENTS

- A. Section 00 7200 - General Conditions: Dates for applications for payment.
- B. Section 01 6000 - Product Requirements: Additional requirements.
- C. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.
- D. Section 01 7800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

## 1.3 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 7000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.

## 1.4 PROJECT COORDINATOR

- A. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for public access, traffic, and parking facilities.
- B. During construction, coordinate use of site and facilities through the Project Coordinator.
- C. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- D. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities. Responsibility for providing temporary utilities and construction facilities is identified in Section 01 1000 - Summary.
- E. Coordinate field engineering and layout work.
- F. Make the following types of submittals to Architect through the Project Coordinator:
  - 1. Requests for Information.
  - 2. Shop drawings, product data, and samples.
  - 3. Test and inspection reports.
  - 4. Manufacturer's instructions and field reports.
  - 5. Applications for payment and change order requests.
  - 6. Progress schedules.
  - 7. Coordination drawings.
  - 8. Closeout submittals.

## 1.5 SUBSTITUTIONS

- A. Request for substitutions prior to Bid (Pre-Bid).
  - 1. No response constitutes no approval. The proposed product may not be used on this project for the proposed use.
  - 2. Rejection of proposed substitute may be made by letter or memo from the Architect at the Architects sole discretion.

3. Use the "Substitution Request (Pre-Bid)" form to accompany the back up material for consideration.
    - a. The form shall be signed by a person authorized to conduct the construction of the proposed project. Signature of the form by secretarial or clerical personnel is cause for rejection.
    - b. Refer below for the article entitled "AVAILABLE MANUFACTURERS - FOR CONSIDERING PROPOSED SUBSTITUTES". A sample "Comparison Sheet" is attached to this Section 01 3000.
- B. Request for substitution after the Bidding phase (Post-Bid):
1. Substitutions may be considered for use after the Owner-Contractor Agreement has been signed.
  2. Submit the request for substitution within 30 days of Contract (Owner-Contractor Agreement) date.
  3. Use the "Substitution Request (Post-Bid & After Execution of the Contract)" form to accompany the back up material for consideration.
    - a. The form shall be signed by a person authorized to conduct the construction of the proposed project. Signature of the form by secretarial or clerical personnel is cause for rejection.
    - b. Refer below for the article entitled "AVAILABLE MANUFACTURERS - FOR CONSIDERING PROPOSED SUBSTITUTES". A sample "**Comparison Sheet**" is attached to this Section 01 3000.
  4. Notification of approval for the proposed substitute will be made by Architects Supplemental Instruction (ASI).
  5. No response constitutes no approval. The proposed product may not be used on this project for the proposed use.
  6. Notification of rejection may be made by letter or memo from the Architect at the Architects sole discretion.
- C. Consideration of substitutes:
1. Any product, item, system or procedure not specifically listed or described in the Contract Documents is subject to rejection.
  2. Where a listed manufacturers product is submitted, and this product is not the one described in the Contract Documents, the submitter must provide a point for point comparison of the submitted proposed product to the specified product described in the Contract Documents. Refer to Section 01 6000 Product Requirements for "Substitution Procedures".
    - a. For each "Substitution Request" form provide a point-for-point comparison showing the values of the specified product, item, system or procedure to the same values of the proposed substitute. Refer to the article below entitled "AVAILABLE MANUFACTURERS - FOR CONSIDERING PROPOSED SUBSTITUTES". See also the sample "**Comparison Sheet**" attached at the end of this section.
    - b. The Architect will review the data to determine if it will be accepted.
    - c. Products with incomplete comparison data are subject to rejection.
    - d. Products determined by the Architect not to be essentially equivalent, or appropriate, or desired, or better than the described product in the Contract Documents will be rejected.
    - e. Products with incomplete comparison data are subject to rejection. D.Refer also to Section 01 6000 - Product Requirements.

## 1.6 AVAILABLE MANUFACTURERS - FOR CONSIDERING PROPOSED SUBSTITUTES

- A. Substitutions: The compliant product(s) by the manufacturer listed or list of manufacturers provided, form the basis of design. The contractor at their option may provide an alternate manufacturer as a proposed substitute, however, if another product is proposed, the Contractor shall provide data from the specified manufacturer & product(s) as well as equivalent data from the proposed manufacturer for a comparison, review, and determination of acceptance (approval or disapproval) by the Architect. Approval cannot be made if adequate comparison information is not provided. Absence of specified manufacturers' data is grounds for disapproval.
1. Comparison format: Provide a three column chart. In the left column (column one) make a list of data (standards, performance requirements, physical characteristics, available options as listed in the specifications) and product, item, and/or system features pertinent to the project. At the center column (column two) provide the corresponding results for the data listed in column one for the specified product, item, or system. At the right column (column three) provide the equivalent information for the proposed substitution.

2. Provide a thorough and clear identification of the proposed substitution.
  3. Refer to the sample "**Comparison Sheet**" attached following this section.
- B. Refer to Section 01 3000 - Administrative Requirements AND Section 01 6000 - Product Requirements for substitution procedures.

## **PART 2 PRODUCTS - NOT USED**

### **PART 3 EXECUTION**

#### **3.1 PRECONSTRUCTION MEETING**

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
  1. Owner.
  2. Architect.
  3. Contractor.
  4. Major subcontractors.
  5. City Representative.
- C. Agenda:
  1. Execution of Owner-Contractor Agreement.
  2. Submission of executed bonds and insurance certificates.
  3. Distribution of Contract Documents.
  4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
  5. Designation of personnel representing the parties to Contract, Major subcontractors and Architect.
  6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  7. Scheduling.
  8. Scheduling activities of a Geotechnical Engineer.
  9. Use of premises by Owner and Contractor.
  10. Owner 's requirements and partial occupancy prior to completion.
  11. Construction facilities and controls provided by Owner.
  12. For new buildings (CTE and event center), temporary utilities provided by Contractor until Substantial Completion. For renovated areas, temporary utilities paid by Owner.
  13. Survey and building layout.
  14. Security and housekeeping procedures.
  15. Schedules.
  16. Application for Payment procedure.
  17. Procedures for testing.
  18. Procedures for maintaining record documents.
  19. Requirements for start-up of equipment.
  20. Inspection and acceptance of equipment put into service during construction period.
  21. Installation of Project Sign per Section 01 5813 - Temporary Project Sign.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

#### **3.2 PROGRESS MEETINGS**

- A. Schedule and administer meetings throughout progress of the work at maximum bi-monthly intervals.
  1. Provide meeting space for 10 to 20 individuals.
- B. Architect will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major subcontractors and suppliers, Owner, Architect, as appropriate to agenda topics for each meeting.
- D. Agenda:
  1. Review minutes of previous meetings.
  2. Review of work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems that impede, or will impede, planned progress.
  5. Review of submittals schedule and status of submittals.
  6. Review of RFI Log.



7. Review of Change Order Log.
  8. Review of off-site fabrication and delivery schedules.
  9. Maintenance of progress schedule.
  10. Corrective measures to regain projected schedules.
  11. Planned progress during succeeding work period.
  12. Coordination of projected progress.
  13. Maintenance of quality and work standards.
  14. Effect of proposed changes on progress schedule and coordination.
  15. Updates to Record Drawings
  16. Other business relating to work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### 3.3 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date of the Agreement or the date established in Notice to Proceed, whichever comes first, submit preliminary schedule .
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
  1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.
- F. Submit updated schedule with each Application for Payment.
  1. Failure to submit an approved schedule will result in the rejection of the Application and Certificate for Payment.
  2. Schedule shall be current and fully coordinated with the Application and Certificate for Payment.
    - a. Lack of coordination is cause for rejection of Application and Certificate for Payment.
- G. Updated Schedules need to clearly identify changes (by cloud) from the previous schedule if changes are other than a reflection of the work accomplished when submitted with the request for payment.
- H. Contractor shall provide a remediation plan whenever unapproved changes are made or other event alters the scheduled work.

### 3.4 SUBMITTAL SCHEDULE

- A. The Contractor shall submit a Schedule of Submittals within 30 day of the notice to proceed, unless noted otherwise.
- B. Schedule must be approved by Architect before any submittals are delivered.
  1. Architect will review and respond to submitted Submittal Schedule within 14 days after receipt in Architects office.
  2. Revise and Resubmit for approval when required by Architect.
  3. Schedule cannot be approved in part. Entire schedule must be approved before submittals can begin.
- C. Indicate Specification Section number, item description, proposed date of submittal, and list of any other items or submittals with which this item must be coordinated.
  1. Follow numbering procedures identified in paragraph entitled "Submittal Procedures" located below in this Section.
- D. Schedule shall contain itemized list of Shop Drawings, Product Data, Samples, and / or similar submittal requested by the Contract Documents.
  1. Also Include and separately identify the following in the schedule (itemize each):
    - a. Identify submittals with Professional Engineer Requirements.
    - b. Identify Manufacturer Qualification Requirements.
    - c. Identify Installer Qualification Requirements.
    - d. Mockup Requirements
    - e. Pre-installation Meeting Requirements.
    - f. Special Warranty Requirements.

- g. Identify products and submittals with Extra Material Requirements, Tools, Spare Parts and similar items to be turned over to the Owner.
  - h. Identify all Field Testing Requirements. Include anticipated date of testing and expected date of test report delivery to Architect and Owner.
- E. Indicate the time required for delivery of the specified item (product, material, report, activity, document, event or other item) to the site after the approval of the submittal.
- F. Submit an updated Submittal Schedule with each Application and Certificate for Payment.

### 3.5 PROGRESS PHOTOGRAPHS

- A. Provide photographs of site and construction throughout progress of work produced by an experienced photographer, acceptable to Architect.
- B. Take photographs on date for each application for a payment and as follows:
- 1. Completion of site clearing.
  - 2. Excavations in progress.
  - 3. Foundations in progress and upon completion.
  - 4. Structural framing in progress and upon completion.
  - 5. Enclosure of building, upon completion.
  - 6. Final completion, minimum of ten (10) photos.
- C. Take photographs as evidence of existing project conditions as follows:
- 1. Interior views: At locations of work in this Contract.
  - 2. Exterior views: At locations of work in this Contract.
- D. Views:
- 1. Provide non-aerial photographs from four cardinal views at each specified time, until date of Substantial Completion.
  - 2. Consult with Architect for instructions on views required.
  - 3. Provide factual presentation.
  - 4. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
- E. Digital files of color photographs may submitted in lieu of traditional color photographs.
- 1. Digital photographs shall be high resolution with a minimum of 300 dpi resolution. Caption each photograph for identification.
  - 2. Provide Floor Plan Point of View Sketch: Include printed copy of point of view sketch with each submittal; include point of view identification on each photograph.
- F. Deliver photographic file or prints with each Application for Payment with transmittal letter specified in this Section.

### 3.6 COORDINATION DRAWINGS

- A. The General Contractor shall prepare coordination drawings required to facilitate planning and execution of the work of the various subcontractors, trades, and suppliers. B. Review drawings prior to submission to Architect.

### 3.7 REQUEST FOR INFORMATION

- A. Request For Information (RFI) shall be made for the purpose of clarifying the Contract Documents.
- B. Responses to RFI's are NOT authorizations to change the Contract Documents.
- C. Submit issues that can not be reasonably inferred from the Contract Documents.
- 1. List only one (1) item per Request For Information.
  - 2. Consecutively number each RFI beginning with the number "1."
  - 3. Issues clearly indicated in the Contract Documents will not be responded to in writing.
    - a. An RFI with an issue clearly indicated in the Contract Documents will be voided. The RFI number will not be reused.
- D. Requests For Information (RFI's) shall be submitted on the attached "Requests For Information" (RFI) form following this section. This form shall not be modified. Use of any other form will not be accepted.
- 1. RFI's are to be signed by the General Contractor's Superintendent, Project Manager or other individual approved by the Architect.
    - a. The Contractor shall submit, for approval of the Architect, the printed name, signature, hand written initials and resume of the proposed personnel.

- b. Only the signature or hand written initials by the approved individuals will be accepted on the RFI's.
  - c. RFI's shall be signed by a person authorized (and recognized by the Architect) to conduct the construction of the proposed project. Signature or initials of the form by secretarial or clerical personnel is cause for rejection.
- E. Requests For Information (RFI's) shall be submitted on the attached form following this section or AIA Document G716, Request For Information ("RFI"). This form shall not be modified. Use of any other form will not be accepted.
  - 1. RFI's are to be signed by the Contractor's Superintendent, Project Manager or other individual approved by the Architect.
    - a. The Contractor shall submit, for approval of the Architect, the printed name, signature, hand written initials and resume of the proposed personnel.
    - b. Only the signature or hand written initials by the approved individuals will be accepted on the RFI's.
    - c. RFI's shall be signed by a person authorized (and recognized by the Architect) to conduct the construction of the proposed project. Signature or initials of the form by secretarial or clerical personnel is cause for rejection.
- F. Response by the Architect/Engineer shall be made within seven (7) days from the date of receipt by the Architect/Engineer.
  - 1. Timely responses depend on complete, accurate and factual data from the Contractor. Responses cannot occur without this information.
  - 2. The Architect/Engineer has the right to notify the Contractor when more time may be necessary.
  - 3. Responses required from consultants may require additional time to execute.
  - 4. RFI's received on Friday after 10 AM will be logged in on the following workday (Monday, in most cases) and the response period begins on the day of the log-in at the Architect/Engineer's office.
- G. RFI replies by the Architect/Engineer are **not** an authorization to proceed with work involving additional cost, time, or both. If any reply requires a change to the Contract Documents, a Change Order, Construction Change Directive, or a Minor Change In The Work must be executed in accordance with the Contract Documents.

### 3.8 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
  - 1. Product data.
  - 2. Shop drawings.
  - 3. Samples for selection.
  - 4. Samples for verification.
- B. The Contractor must review and approve submittals prior to sending them to the Architect.
  - 1. By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements, and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
    - a. The Contractor is required to submit, for approval of the Architect, a copy of the terminology of the Contractors submittal stamp. This stamp must address solely the Contractors review for compliance with the Contract Documents as stated in the above sentence.
      - 1) Contractor shall have made a rubber stamp bearing the Contractors name, the approved terminology, a line for signature and a line for the date of the signature/initial.
    - b. A sample of acceptable terminology and suggested format for the "Contractors Submittal Review Statement" stamp (GC/CM at Risk Shop Drawing Stamp) is attached at the end of this Section.
    - c. Submittals are to be signed by the Contractors Superintendent, Project Manager or other individual approved by the Architect.
      - 1) The Contractor shall submit, for approval of the Architect, the printed name, signature, hand written initials and resume of the proposed personnel.
      - 2) Only the signature or hand written initials by the approved individuals will be accepted on the submittals.

- 3) Submittals shall be signed by a person authorized (and recognized by the Architect) to conduct the construction of the proposed project. Signature or initials of the form by secretarial or clerical personnel is cause for rejection.
- 4) Submittals shall be submitted in Procore construction management software.
- d. Contractor shall notify the Architect immediately of deviations from Architect/Engineer approved submittals.
2. Lack of the above certification and signature or initials by the Contractors authorized reviewer will result in the return of the submittal(s) without review by the Architect/Engineer.
3. In the unlikely event that it appears that no review or only a cursory submittal review was made, the submittal will be returned for a thorough review by the Contractor.
- C. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in the contract documents.
  1. The approval or other action indicated by the Architect is based on information given and the design concept expressed in the Contract Documents. Approval does not relieve the Contractors responsibility to comply with every requirement of the Contract Documents unless proposed deviations have been defined in writing and specifically noted as approved on the submittal. The Contractor must verify all dimensions, quantities, and provisions for other work.
- D. Samples will be reviewed for aesthetic, color, or finish selection.
  1. All Color and Finish submittals must be submitted within 60 days of the date of the Agreement or the Notice to Proceed, whichever comes first.
- E. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.
- F. Submittals not reviewed and approved by the Contractors authorized personnel will be returned to the Contractor for the Contractors review and approval, after which, said submittals must be resubmitted for review by the Architect/Engineer.

### 3.9 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
  1. Design data.
  2. Certificates.
  3. Test reports.
  4. Inspection reports.
  5. Manufacturer's instructions.
  6. Manufacturer's field reports.
  7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner.
- C. Submit in Procore construction management software.

### 3.10 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. Contractor shall submit completed and approved Project Record Documents which includes Drawings, Specifications, Addenda, Change Orders, other modifications and items discovered that are not reflected in the original Contract Documents.
  1. Includes electronic format of the drawings.
- D. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 7800 - Closeout Submittals:
  1. Operation and maintenance data.
  2. Warranties.
  3. Bonds.
  4. Other types as indicated.
- E. Submit for Owner's benefit during and after project completion.
- F. Submit in Procore construction management software AND provide one hardcopy.

### 3.11 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:
  1. Small Size Sheets, Not Larger than 8-1/2 by 11 inches (215 by 280 mm): Submit the number of copies that Contractor requires, plus two copies that will be retained by Architect.

2. Larger Sheets, Not Larger Than 36 by 48 inches (910 by 1220 mm): Submit the number of opaque reproductions that Contractor requires, plus two copies that will be retained by Architect.
- B. Contractor is to maintain the Owner's Record set of Submittals.
- C. Documents for Information: Submit same number of copies as for Documents For Review above..
- D. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
  1. Actual samples are required for color. Printed color samples are not acceptable.
  2. After review, produce duplicates.
  3. Retained samples will not be returned to Contractor unless specifically so stated.

### 3.12 SUBMITTAL PROCEDURES

- A. General Requirements:
- B. Submit for approval a Schedule of Submittals. Refer to paragraph above entitled "Submittal Schedule."
- C. Submit for approval the full names of the General Contractor's Superintendent or Project Manager along with their signature and initials which they will use in confirming the General Contractors review of the submittals certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
  1. Include each individuals phone number, pager number, mobile phone number and fax phone number.
  2. Submit the same information for personnel which may replace these individuals at the time of replacement.
  3. Only personnel authorized to conduct the construction of the proposed project shall be considered.
  4. Signature of secretarial or other clerical staff is not acceptable.
- D. Submittals will begin processing only after approval of Submittal Schedule and approval of signing individual(s).
- E. Transmit each submittal with approved form.
  1. Transmittal Form shall be form AIA Document G810 or other approved form bearing the same information.
- F. Sequentially number the transmittal form. Provide Specification section number for item submitted then a Dash (-) and the number 1 for the first product submitted under that section.  
Examples follow including numbering for revised submittals using Section 09 2116:
  1. The first item submitted from the named section would be "09 2116-1";
  2. The second item from that section would be "09 2116-2", the third would be "09 2116-3", and so forth.
  3. If submittal "09 2116-2" needed to be revised and resubmitted, the number for the resubmittal would have an alphanumeric suffix added (R#), for example: "09 2116-2R1"
  4. If another resubmittal was necessary, the number for the resubmittal would be "09 2116-2R2".
- G. Identify Project, Contractor, subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- H. Apply approved Contractor's stamp, signed or initialed by the General Contractor's Superintendent, or Project Manager, or other approved individual. By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements, and field construction criteria related thereto, or will do so (when the missing limited information becomes available), and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
  1. Statements, and/or notes, and/or directions to others (including, but not limited to, subcontractors and suppliers) in the stamped statement are cause for rejection of the submittal.
  2. Signature or initial by anyone other than General Contractor's Superintendent or Project Manager or approved individual are cause for rejection.
  3. Stamped statements differing from the approved statement will not be recognized and are cause for rejection of the submittal.
- I. Partial or incomplete submittals will not be accepted unless previously approved in writing.
- J. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor. The Architect has the right to notify the Contractor when more time may be necessary.

1. Submittals received on Friday after 10 AM will be logged in on the following workday (Monday, in most cases) and the 15 day for review period begins on the day of the log-in at the Architects office.
- K. When revised for resubmission, identify all changes made since previous submission. All changes must be clearly marked. Add a cloud around changes on drawings, schedules and written literature.
- L. Pick-up reviewed submittals at the office of the Architect when notified by the Architect. The Contractor is solely responsible, at the Contractors expense, for the delivery and pick-up of the submittals. The Contractor shall make full arrangements for pick-up and delivery of submittals if not able to do so with the Contractor's own forces.

### 3.13 RECORD DOCUMENTS

- A. Maintain a paper set of Record Documents including Drawings, Specifications, Addenda, Change Orders, other modifications and items discovered that are not reflected in the original Contract Documents.
- B. Record Documents shall not be the set used for construction on a daily basis. It shall remain on the job site in a climate controlled environment and be accessible for updating and review.
- C. Documents shall be maintained on a daily basis and kept current by the Contractor.
- D. Record documents shall be available for review by Owner, Architect and consultants throughout the course of the work.
- E. Record Drawings shall be reviewed each month by the Architect, Engineers, and consultants at time of the submittal of the Application and Certificate for Payment. Record Documents shall be current at the time of each review for Application and Certificate for Payment. Record Documents found not to be current shall be cause for payment request to be rejected.
- F. These documents shall be maintained separately from and in addition to electronic format Record Documents which are required.
  1. An electronic copy shall be maintained in Procore construction management software.

**01 3000 -**

### 3.14 ATTACHMENTS

- A. Substitution Request form (Pre-Bid); one page.
- B. Substitution Request form (Post-Bid & after execution of Contract); two page.
- C. (CS) "Comparison Sheet" - an example of a point-for-point comparison. one page.
- D. Documents Release & MM Disclaimer entitled "RELEASE OF LIABILITY AND INDEMNIFICATION FOR USE OF ELECTRONIC FILES"; three pages.
- E. "Contractor/CM Submittal Review Statement" (GC's/CM's Shop Drawing Stamp); one page.

**END OF SECTION**

# SUBSTITUTION REQUEST

(Pre-Bid)

Project: \_\_\_\_\_

Substitution

Request No. \_\_\_\_\_

From: \_\_\_\_\_

To: \_\_\_\_\_

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

A/E Project No. \_\_\_\_\_ Re: \_\_\_\_\_

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

Description: \_\_\_\_\_

Section: \_\_\_\_\_

Article/Paragraph: \_\_\_\_\_

Contract For: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Trade Name: \_\_\_\_\_ Model No. \_\_\_\_\_

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request: applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed

substitutions will require for its proper installation. (Submitter to check appropriate box at bottom of this form.)

The Undersigned certifies that:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs by the substitution.

Submitted by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Firm: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

A/E=s REVIEW AND ACTION:

- Substitution approved - Make submittals in accordance with Specification Section 01300.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01300.
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by:

Date:

---

Supporting Data Attached:  Drawings  Product Data  Samples  Tests  Reports  \_\_\_\_\_

Form Page 1 of 1

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# SUBSTITUTION REQUEST

(Post-Bid & After Execution of the Contract)

Project: \_\_\_\_\_  
Substitution Request No. \_\_\_\_\_

From: \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_

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

A/E Project No. \_\_\_\_\_

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

Description: \_\_\_\_\_

Section: \_\_\_\_\_

Article/Paragraph: \_\_\_\_\_

Re: \_\_\_\_\_

Contract For: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Trade Name: \_\_\_\_\_ Model No. \_\_\_\_\_

Installers: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

History:  New Product  2-5 years old  5-10 years old  More than 10 years old

Differences between proposed substitution and specified product: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Point-by-point comparative data attached** - REQUIRED OF GENERAL CONTRACTOR FOR A/E REVIEW

Reason for not providing specified item: \_\_\_\_\_

\_\_\_\_\_

Similar Installation:

Project: \_\_\_\_\_ Architect: \_\_\_\_\_

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

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

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

Proposed substitution affects other parts of Work:  No  Yes, explain \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

)

Savings to Owner for accepting substitution: \_\_\_\_\_ (\$

Proposed substitution changes Contract Time: [ ] No [ ] [Add] [Deduct] \_\_\_\_\_ days

Supporting Data Attached: [ ] Drawings [ ] Product Data [ ] Samples [ ] Tests [ ] Reports [ ]

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Form Page 1 of 2

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## SUBSTITUTION REQUEST

(Post-Bid & After Execution of the Contract / Continued)

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: \_\_\_\_\_

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

Firm: \_\_\_\_\_

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

Telephone: \_\_ Attachments: \_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**A/E=s REVIEW AND ACTION:**

[ ] Substitution approved - Make submittals in accordance with Specification Section 01300.

[ ] Substitution approved as noted - Make submittals in accordance with Specification Section 01300.

[ ] Substitution rejected - Use specified materials.

[ ] Substitution Request received too late - Use specified materials.

Signed by:

Date:



Additional Comments:  Contractor  Subcontractor  Supplier  Manufacturer  A/E  \_\_\_\_\_

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

Form Page 2 of 2

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# COMPARISON SHEET – Specified Product to Proposed Substitute

Page 1 of 2

Point-for-Point Comparison of ONE SPECIFIED Product / Item to its PROPOSED Substitute  
This form is to be used with the "Substitution Request" form. See Section 01 3000, Administrative Requirements.

MM Proj No and (slec No.)	Project Name
T-16000 (slec100)	PROJECT NAME Goes Here





<p><b>Specified PRODUCT DATA:</b> Referenced Standards; Performance, Physical and Sustainability Characteristics; Specified Compliances; Warranty; Prevailing Regulator Compliances (<b>all AHJ's</b>); Certifications; Design Criteria</p>	<p>Corresponding Value for the <b>SPECIFIED Product / Item</b></p>	<p>Corresponding Value for the <b>PROPOSED SUBSTITUTE</b></p>
<p><i>ASTM E2357, Full Scale Wall Testing of the Air Barrier System:</i></p> <ul style="list-style-type: none"> <li><i>a. System Air Leakage, Requirement - 0.0008 CFM/ft<sup>2</sup> maximum</i></li> <li><i>b. Penetration Check, Requirement - 0.00088 CFM/ft<sup>2</sup> maximum</i></li> </ul>	<ul style="list-style-type: none"> <li><i>a. 0.0004 CFM/ft<sup>2</sup></i></li> <li><i>b. PASS</i></li> </ul>	
<p><i>Listed as an evaluated assembly by the Air Barrier Association of America (ABAA) at <a href="http://www.airbarriers.org">www.airbarriers.org</a>. Value listed at "Air Leakage of Building Assembly (ASTM E2357)" column</i></p>	<p><i>Listed under "Fluid Applied Assemblies" (*<sup>1</sup> web link indicated below) The Value is &lt; 0.0022 L/(s • m<sup>2</sup>) @ 75 Pa [0.0004 cfm /ft<sup>2</sup> @ 1.57 psf] @ 20 mils dry</i></p>	
<p><i>Fire Testing: Air Barrier, as a component of a wall assembly, shall have passed a NFPA 285 complete wall fire test.</i></p>	<p><i>PASS – NFPA 285 Fire Test Method Combustible Components</i></p>	
<p><i>ASTM E84 Surface Burning Characteristics</i></p>	<p><i>Class A Fire Resistant. Flame spread index of 20, Smoke developed index of 25</i></p>	
<p><i>Air Permeability per ASTM E283</i></p>	<p><i>Maximum 0.04 cfm/sq. ft. @ 10.5 psf</i></p>	
<p><i>Air Permeability @ delta P of 0.3 inches water per ASTM E2178</i></p>	<p><i>0.002 CFM/ft<sup>2</sup></i></p>	
<p><i>Tensile / Elongation @ 73F ASTM D2370</i></p> <ul style="list-style-type: none"> <li><i>a. Initial Elongation 124%</i></li> <li><i>b. Initial Tensile Strength 300 psi</i></li> </ul>	<ul style="list-style-type: none"> <li><i>a. 124%</i></li> <li><i>b. 300 psi</i></li> </ul>	
<p><i>Water Penetration of Exterior Window per ASTM E331 for 2 hr. + 2 hr. + 15 min.</i></p>	<p><i>PASS</i></p>	
<p><i>Elongation per ASTM 412 Minimum 50%</i></p>	<p><i>PASS</i></p>	
<p><i>AATC 127 Water Resistance</i></p>	<p><i>PASS</i></p>	
<p><i>ASTM D1970 Self Sealability</i></p>	<p><i>PASS</i></p>	
<p><i>ICC-ES AC212, Freeze Thaw, Crack Bridging</i></p>	<p><i>PASS</i></p>	
<p></p>	<p></p>	
<p></p>	<p></p>	

\*1 ABAA web link for SPECIFIED product: [https://www.airbarrier.org/materials/assemblies\\_e.php](https://www.airbarrier.org/materials/assemblies_e.php)

## RELEASE OF LIABILITY AND INDEMNIFICATION FOR USE OF ELECTRONIC FILES

**Project Name:** \_\_\_\_\_

- 1) This Release and Indemnification is given to Lionheart by \_\_\_\_\_ ("Recipient").
- 2) "Electronic Files", as that term is used herein, shall include but not be limited to computer-aided drawings (CAD), data documents or Building Information Modeling (BIM) or other electronic files derived from or related to design documents created by or under the supervision or direction of Lionheart or any of its consultants or design professionals associated with this Project, including but not limited to the structural engineer, MEP engineer, civil engineer, or landscape architect.
- 3) This Release is given in connection with the Recipient's request to be provided with Electronic Files prepared by Lionheart and/or its consultants for use by the Recipient in connection with the Project named above.
- 4) In accepting and utilizing any Electronic Files on any form of electronic media generated and provided by Lionheart, Recipient covenants and agrees that all such Electronic Files are instruments of services of Lionheart or its consultants, and Lionheart shall be deemed the author of the Electronic Files. Recipient understands that these Electronic Files are made available at no cost in the spirit of partnering. Lionheart and/or its consultants shall retain all common law, statutory, and other rights, including copyrights, to the Electronic Files.
- 5) In accepting and utilizing any Electronic Files, Recipient agrees that such Electronic Files in no way change, add to, modify, or alter the signed contract documents, inclusive of all addenda, which remain the contractual documents from which this Project is to be built. Recipient is advised to review all contract documents and subsequent contract documentation issues for clarification and revision. Recipient acknowledges and agrees that: (1) its use of any Electronic Files is not a substitute for all or any part of its obligations under the contract between Recipient and the entity hiring the Recipient in connection with the Project; (2) use of Electronic Files does not relieve Recipient or any of its subcontractors or suppliers from compliance with their respective contractual agreement; and (3) Recipient shall be responsible for verifying the accuracy of all Electronic Files and the results of its use of such Electronic Files with respect to deviations from the actual contract requirements and contract documents. Information contained in the Electronic Files is provided as a convenience to Recipient and in "as-is" condition. ***The Electronic Files provided are not for cost estimating, regulatory approval, permitting, or construction.***
- 6) In accepting and utilizing any Electronic Files, Recipient agrees that Electronic Files are not construction documents, and acknowledges that differences may exist between these Electronic Files and corresponding sealed construction documents. Recipient acknowledges that Lionheart has not made and does not make any representation, warranty, or guarantee regarding: (1) the

accuracy or completeness of any Electronic Files; or (2) the compatibility of any Electronic Files with Recipient's hardware or software. Recipient acknowledges that the Electronic Files may contain errors or flaws or other discrepancies that may render them unsuitable for purpose intended by Recipient. In the event of a conflict between the sealed construction documents and the Electronic Files, the sealed construction documents shall govern.

- 7) Recipient understands and agrees that data contained in these Electronic Files may have been altered intentionally or unintentionally by users or others as a result of occurrences beyond the control or knowledge of Lionheart or its consultants. These include errors in transcription, transfer, machine error, software error, translation, environmental factors, and operation error.

**RELEASE OF LIABILITY AND INDEMNIFICATION FOR USE OF ELECTRONIC FILES**

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- 8) Recipient understands and agrees that any conversion of the format in which the Electronic Files are provided is solely the responsibility of Recipient. Recipient understands and agrees that the conversion of the Electronic Files to another format may introduce errors or other inaccuracies. Recipient agrees to accept all responsibility for any errors or inaccuracies and to release Lionheart from any liability or claims for recovery of damages or expenses arising as the result of such errors or inaccuracies.
- 9) The Recipient may utilize, make copies, and produce derivative works of the information contained in the Electronic Files, but solely in connection with the Recipient's work on the project identified above. Recipient agrees not to use the Electronic Files, in whole or in part, for any purpose or project other than the Project identified above. Recipient also undertakes that these Electronic Files shall not be used for commercial gain or be traded or sold in any manner. Recipient acknowledges that the Electronic Files are subject to change or modification, and Recipient agrees to bear full responsibility to update any derivative works produced from the Electronic Files.
- 10) Recipient agrees not to provide copies of the Electronic Documents obtained from Lionheart to any other party, including any subcontractor or supplier of Recipient, unless that party has executed this Release of Liability in favor of Lionheart and Recipient has delivered such executed Release to Lionheart prior to any distribution of the Electronic Documents to a subcontractor or supplier. Recipient acknowledges that it is the intent of Lionheart that no party shall be provided a copy of the Electronic Documents unless that party has executed a Release in the same form as this Release, and that the executed Release has been delivered to Lionheart prior to the executing party receiving the Electronic Documents
- 11) **WAIVER OF CLAIMS:** RECIPIENT WAIVES ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, EXPENSES, AND LIABILITY (COLLECTIVELY REFERRED TO AS ("CLAIMS") AGAINST LIONHEART, ITS CONSULTANTS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, SHAREHOLDERS, COUNSEL, REPRESENTATIVES, AND AGENTS (THE "RELEASED PARTIES"), INCLUDING ANY CLAIMS WHICH MAY ARISE IN THE FUTURE, WHICH RESULT IN ANY WAY FROM RECIPIENT'S USE OR UNAUTHORIZED DISTRIBUTION OF THE ELECTRONIC FILES, REGARDLESS OF WHETHER OR NOT SUCH CLAIMS ARE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION OR NEGLIGENCE OF LIONHEART OR ITS CONSULTANTS.
- 12) Recipient understands and agrees that under no circumstances shall the transfer of the Electronic Files for use by Recipient be deemed a sale by Lionheart or its consultants, and it makes no warranties, either expressed or implied, including, without limitation, warranties of merchantability, workmanship, or fitness for any particular purpose. The Electronic Files are provided to Recipient "as-is". Recipient agrees that in no event will the Lionheart or its consultants, agents, employees, principles, partners, or any other person associated in any way with Lionheart be liable for any damages, including without limitation incidental or consequential damages, with respect to this Agreement or Recipient's use of the Electronic Files. Lionheart does not guarantee



that the Electronic Files will be error free and Recipient assumes any risk in connection with its use of the Electronic Files.

13) **INDEMNIFICATION AGREEMENT:** RECIPIENT, AS PART OF THE CONSIDERATION FOR ACCEPTANCE OF THESE ELECTRONIC FILES, AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS LIONHEART AND ITS CONSULTANTS FROM ANY CLAIMS, LIABILITIES, DAMAGES, LOSS, AND COSTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES AND COSTS OF DEFENSE ARISING OUT OF THE USE, MISUSE, OR REUSE OF ELECTRONIC FILES BY RECIPIENT OR ITS AGENTS OR ANY OTHER PARTY TO WHOM ELECTRONIC FILES ARE FURNISHED BY RECIPIENT.

14) This agreement shall be governed by the laws of the State of Texas.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**RELEASE OF LIABILITY AND INDEMNIFICATION FOR USE OF ELECTRONIC FILES**

**Recipient:** \_\_\_\_\_

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

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

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

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



**CONTRACTOR=S SUBMITTAL NO.:** \_\_\_\_\_

**CONTRACTOR SUBMITTAL REVIEW STATEMENT**

General

Contractor: \_\_\_\_\_

I, the Contractor, have reviewed for compliance with the Contract Documents, approve, and submit this Shop Drawing, Product Data, Sample, and / or similar submittal required by the Contract Documents.

The Contractor represents that the Contractor has determined and verified materials, field measurements, and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

Spec

Section: \_\_\_\_\_ Item: \_\_\_\_\_

Approved

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

**SECTION 01 3216 CONSTRUCTION PROGRESS SCHEDULE****PART 1 GENERAL**

## 1.1 SECTION INCLUDES

- A. Preliminary schedule.
- B. Construction progress schedule, with network analysis diagrams and reports.

## 1.2 RELATED SECTIONS

- A. Section 01 1000 - Summary: Work sequence.

## 1.3 REFERENCE STANDARDS

- A. M-H (CPM) - CPM in Construction Management - Project Management with CPM; O'Brien; 2006.

## 1.4 SUBMITTALS

- A. Within 10 days after date of Agreement, submit preliminary schedule.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
  - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.
- F. Submit the number of opaque reproductions that Contractor requires, plus two copies that will be retained by Architect.
- G. Submit digital copy of Schedule on CD-R as described in 'Schedule Format' paragraph below.
- H. Submit under transmittal letter form specified in Section 01 3000 - Administrative Requirements.

## 1.5 QUALITY ASSURANCE

- A. Scheduler: Contractor's personnel or specialist Consultant specializing in CPM scheduling with one years minimum experience in scheduling construction work of a complexity comparable to this Project, and having use of computer facilities capable of delivering a detailed graphic printout within 48 hours of request.

## 1.6 SCHEDULE FORMAT

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- B. Sheet Size: Multiples of 8-1/2 x 11 inches (216 x 280 mm).
- C. Scale and Spacing: To allow for notations and revisions.
- D. Provide CD-R with the current digital schedule in either Primavera P6 format or Microsoft Project format.
  - 1. CD-R shall be submitted with the hard copy required by the Contract Documents. Each time hard copies are required, so are digital copies.
  - 2. Provide software necessary to be able to access the schedule.
  - 3. Provide schedule also in PDF format.
  - 4. Schedule must be completely legible as determined by the Architect.

**PART 2 PRODUCTS - NOT USED****PART 3 EXECUTION**

## 3.1 PRELIMINARY SCHEDULE

- A. Prepare preliminary schedule in the form of a preliminary network diagram.

### 3.2 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by specification section number.
- C. Identify work of separate stages and other logically grouped activities.
- D. Provide sub-schedules to define critical portions of the entire schedule.
- E. Include conferences and meetings in schedule.
- F. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- G. Provide separate schedule of submittal dates for shop drawings, product data, and samples, owner-furnished products, products identified under Allowances, and dates reviewed submittals will be required from Architect. Indicate decision dates for selection of finishes. H. Indicate delivery dates for owner-furnished products.
- I. Coordinate content with schedule of values specified in Section 01 2000 - Price and Payment Procedures.
- J. Provide legend for symbols and abbreviations used.

### 3.3 NETWORK ANALYSIS

- A. Prepare network analysis diagrams and supporting mathematical analyses using the Critical Path Method.
- B. Illustrate order and interdependence of activities and sequence of work; how start of a given activity depends on completion of preceding activities, and how completion of the activity may restrain start of subsequent activities.
- C. Mathematical Analysis: Tabulate each activity of detailed network diagrams, using calendar dates, and identify for each activity:
  - 1. Preceding and following event numbers.
  - 2. Activity description.
  - 3. Estimated duration of activity, in maximum 15 day intervals.
  - 4. Earliest start date.
  - 5. Earliest finish date.
  - 6. Actual start date.
  - 7. Actual finish date.
  - 8. Latest start date.
  - 9. Latest finish date.
  - 10. Total and free float; float time shall accrue to Owner and to Owner's benefit.
  - 11. Monetary value of activity, keyed to Schedule of Values.
  - 12. Percentage of activity completed.
  - 13. Responsibility.
- D. Analysis Program: Capable of compiling monetary value of completed and partially completed activities, accepting revised completion dates, and recomputation of all dates and float. E. Required Reports: List activities in sorts or groups:
  - 1. By preceding work item or event number from lowest to highest.
  - 2. By amount of float, then in order of early start.

### 3.4 REVIEW AND EVALUATION OF SCHEDULE

- A. Participate in joint review and evaluation of schedule with Architect at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 10 days.

### 3.5 UPDATING SCHEDULE

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.

1. Correlate activities shown on Construction Progress Schedule with the amounts shown in the request for payment for the current time period.
  - C. Annotate diagrams to graphically depict current status of Work.
  - D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
  - E. Indicate changes required to maintain Date of Substantial Completion.
  - F. Submit reports required to support recommended changes.
  - G. Provide narrative report to define problem areas, anticipated delays, and impact on the schedule. Report corrective action taken or proposed and its effect.
- 3.6 DISTRIBUTION OF SCHEDULE
- A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, Architect, Owner, and other concerned parties.
  - B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

**END OF SECTION**







**SECTION 01 4000  
QUALITY REQUIREMENTS**

**SEE SUPPLEMENTAL QUALITY SECTION**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES A-**

- ~~Submittals.~~
- ~~B. References and standards.~~
- ~~C. Quality Assurance - Experience Level.~~
- ~~D. Quality Assurance - Shop Drawings.~~
- ~~E. Testing and inspection agencies and services.~~
- ~~F. Control of installation.~~
- ~~G. Mock-ups.~~
- ~~H. Tolerances.~~
- ~~I. Manufacturers' field services.~~
- ~~J. Defect Assessment.~~

**1.2 RELATED REQUIREMENTS**

- ~~A. Document 00 7200 - General Conditions: Inspections and approvals required by public authorities.~~
- ~~B. Section 01 2100 - Allowances: Allowance for payment of testing services.~~
- ~~C. Section 01 3000 - Administrative Requirements: Submittal procedures.~~
- ~~D. Section 01 6000 - Product Requirements: Requirements for material and product quality.~~

**1.3 REFERENCE STANDARDS**

- ~~A. ASTM E 548 - Standard Guide for General Criteria used for Evaluating Laboratory Competence; 1994.~~

**1.4 SUBMITTALS**

- ~~A. See Section 01 3000 - Administrative Requirements, for submittal procedures.~~
- ~~B. Testing Agency Qualifications:
  - ~~1. Testing Agency must become thoroughly familiar with the Geotechnical Study including recommendations and caveats.~~~~
- ~~C. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the contract documents, or for Owner's information.~~
- ~~D. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.~~

- ~~1. Include:
  - ~~a. Date issued.~~
  - ~~b. Project title and number.~~
  - ~~c. Name of inspector.~~
  - ~~d. Date and time of sampling or inspection.~~
  - ~~e. Identification of product and specifications section.~~
  - ~~f. Location in the Project.~~
  - ~~g. Type of test/inspection.~~
  - ~~h. Date of test/inspection.~~
  - ~~i. Results of test/inspection.~~
  - ~~j. Compliance with Contract Documents.~~
  - ~~k. When requested by Architect, provide interpretation of results.~~~~
- ~~2. Failure to submit reports is cause for rejection of Pay Requests.~~

- ~~E. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
  - 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
  - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.~~
- ~~F. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.~~
- ~~G. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
  - 1. Submit report in duplicate within 30 days of observation to Architect for information.
  - 2. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the contract documents.~~
- ~~H. Erection Drawings: Submit drawings for Architect's benefit as contract administrator or for Owner.
  - 1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the contract documents.~~

#### ~~1.5 QUALITY ASSURANCE - EXPERIENCE LEVEL~~

- ~~A. The work of each section of these specifications shall be executed by an entity with a minimum experience level in the work described as expressed in the section.~~
- ~~B. Where the experience level is not expressed it shall known here that the experience level must be at least five (5) years of documented experience in the work of the specification section. Contractors and subcontractors must be able to show recent examples of their work (up to (3) three) in the local area.~~
- ~~C. Products and fabrications and services shall be made by manufacturers / fabricators / contractors / service providers with a minimum experience level expressed in the specification section.~~
- ~~D. Where the experience level of the manufacturer/fabricator/contractor is not expressed it shall known here that the experience level must be at least five (5) years of documented experience in the product or fabrication or service of the items/work described in the specification section.~~
- ~~E. Upon the Architect/Engineers request, manufacturers / fabricators / contractors / service providers shall provide the names, addresses and phone numbers of a minimum of five (5) references.~~

#### ~~1.6 QUALITY ASSURANCE - SHOP DRAWINGS~~

- ~~A. Where Specifications or drawings call for the performance of shop drawings to be designed and prepared under direct supervision of a Professional Engineer, the Engineer must be experienced in the discipline/design of the work specified and licensed in the state where the project resides.~~
- ~~B. Shop Drawings prepared under the supervision of a Professional Engineer must bear the Engineers seal and signature.~~
- ~~C. The Engineer's seal and signature is the only evidence acceptable that the shop drawings were designed and prepared under Engineers supervision.~~

#### ~~1.7 MOCK-UPS~~

- ~~A. Full size physical assemblies that are constructed on-site.~~
- ~~B. 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. C. Mockups are not Samples.~~

- D. ~~Approved mockups establish the standard by which the Work will be judged, Unless otherwise indicated.~~
- E. ~~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 seven days in advance of dates and times when mockups will be constructed.~~
  - 3. ~~Demonstrate the proposed range of aesthetic effects and workmanship.~~
  - 4. ~~Obtain Architect's approval of mockups before starting work, fabrication, or construction.~~
    - a. ~~Allow seven days for initial review and each re-review of each mockup.~~
  - 5. ~~Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.~~
  - 6. ~~Demolish and remove mockups when directed, unless otherwise indicated.~~

#### ~~1.8 REFERENCES AND STANDARDS~~

- A. ~~For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.~~
- B. ~~Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.~~
- C. ~~Obtain copies of standards where required by product specification sections.~~
- D. ~~Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.~~
- E. ~~Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.~~
- F. ~~Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from the Contract Documents by mention or inference otherwise in any reference document.~~

#### ~~1.9 Testing and Inspection Agencies and Services~~

- A. ~~As indicated in individual specification sections, Owner shall employ and pay for services of an independent testing agency to perform other specified testing.~~
- B. ~~Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.~~ C. ~~Contractor Employed Agency:~~
  - 1. ~~Laboratory: Authorized to operate in State in which Project is located.~~
  - 2. ~~Laboratory Staff: Maintain a full time registered Engineer on staff to review services.~~
  - 3. ~~Testing Equipment: Calibrated at reasonable intervals either by NIST or using an NIST established Measurement Assurance Program, under a laboratory measurement quality assurance program.~~

### ~~PART 2 PRODUCTS - NOT USED~~

### ~~PART 3 EXECUTION~~

#### ~~3.1 CONTROL OF INSTALLATION~~

- A. ~~Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.~~
- B. ~~Comply with manufacturers' instructions, including each step in sequence.~~
- C. ~~Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.~~

- D. ~~Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.~~
- E. ~~Have work performed by persons qualified to produce required and specified quality.~~
- F. ~~Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.~~
- G. ~~Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.~~

### 3.2 ~~MOCK-UPS~~

- A. ~~Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.~~
- B. ~~Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.~~
- C. ~~Accepted mock-ups shall be a comparison standard for the remaining Work.~~
- D. ~~Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.~~

### 3.3 ~~TOLERANCES~~

- A. ~~Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.~~
- B. ~~Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.~~
- C. ~~Adjust products to appropriate dimensions; position before securing products in place.~~

### 3.4 ~~TESTING AND INSPECTION~~

#### A. ~~Testing Agency Duties:~~

- 1. ~~Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.~~
- 2. ~~Perform specified sampling and testing of products in accordance with specified standards.~~
- 3. ~~Ascertain compliance of materials and mixes with requirements of Contract Documents.~~
- 4. ~~Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.~~
- 5. ~~Perform additional tests and inspections required by Architect.~~
- 6. ~~Submit reports of all tests/inspections specified.~~

#### B. ~~Limits on Testing/Inspection Agency Authority:~~

- 1. ~~Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.~~
- 2. ~~Agency may not approve or accept any portion of the Work.~~
- 3. ~~Agency may not assume any duties of Contractor.~~
- 4. ~~Agency has no authority to stop the Work.~~

#### C. ~~Contractor Responsibilities:~~

- 1. ~~Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.~~
- 2. ~~Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.~~
- 3. ~~Provide incidental labor and facilities:~~
  - a. ~~To provide access to Work to be tested/inspected.~~
  - b. ~~To obtain and handle samples at the site or at source of Products to be tested/inspected.~~
  - c. ~~To facilitate tests/inspections.~~
  - d. ~~To provide storage and curing of test samples.~~

4. ~~Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.~~
  5. ~~Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.~~
  6. ~~Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.~~
- D. ~~Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.~~
- E. ~~Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.~~

### ~~3.5 MANUFACTURERS' FIELD SERVICES~~

- A. ~~When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.~~
- B. ~~Submit qualifications of observer to Architect 30 days in advance of required observations.~~
- ~~1. Observer subject to approval of Architect.~~
- C. ~~Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.~~

### ~~3.6 DEFECT ASSESSMENT~~

- A. ~~Replace Work or portions of the Work not complying with specified requirements. **END OF SECTION**~~



**SECTION 01 4339 MOCK-UPS****PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Large-scale Mock-up of select building elements as depicted in the building mock-up plans and elevations shown on the Drawings.
- B. Small or detail Mock-Ups as described in the individual Spec Sections.
- C. Build each of the indicated mock-ups on site for review and approval before proceeding with any construction that may be affected by the construction represented by a corresponding mockup. D. Related Documents:
  - 1. Drawings and general provisions of the Contract apply to this Section.
  - 2. Review these documents for coordination with additional requirements and information that apply to work under this Section.
- E. After award of all subcontracts for separate components and materials of the exterior wall systems, and on basis of preliminary approval of materials and variations to proposed design of exterior wall systems, construct full-scale mock-ups for review of designs and construction. F. Scope and sizes of mock-ups are shown on Drawings.
- G. Mock-ups shall be complete in all respects and shall represent the final complete wall assembly, including veneer, backup, sheathing, insulation, flashings and air barrier.
- H. Construct mock-ups in location and orientation at Project site approved by Project Manager.
- I. Do not place orders for components or materials, and do no fabrication until mock-ups are approved.
- J. Where review of mock-ups may require revisions of designs and construction techniques, Owner will provide such revisions in writing to Contractor.
- K. Do not install mock-up components or materials in the completed Project.
- L. Mock-ups shall remain in place until work on Project is complete, unless otherwise directed by Owner or specified. At project completion, remove and dispose of mock-ups.
- M. Design and provide structural framework assemblies necessary to support and display mock-ups.

**1.2 PROCEDURE FOR MOCK-UP CONSTRUCTION:**

- A. Extent, size, form and primary components are indicated on the drawings or in the specification section pertaining to the corresponding work.
- B. Mock-up shall be located where indicated on the drawings or, if not indicated, shall be located where directed by the Owner/Architect.
- C. Mock-up shall not be provided until corresponding product data, shop drawings, samples and other preparatory submittals are approved.
- D. Mock-up shall be rebuilt as necessary until approved by Owner/Architect.
- E. After approval, mock-up shall remain and serve as the standard for judging the acceptance or rejection of the appearance characteristics and workmanship of corresponding construction.
- F. After completion and acceptance of the corresponding construction, mock-up shall be removed when directed by the Architect unless approved mock-up has been located as part of the permanent construction.

**1.3 RELATED REQUIREMENTS**

- A. Section 01 1000 - Summary: Contract descriptions, description of alterations work, work by others, future work, occupancy conditions, use of site and premises, work sequence.
- B. Section 01 3000 - Administrative Requirements: Submittal procedures, project meetings, progress schedules and documentation, reports, coordination.
- C. Section 01 4000 - Quality Requirements: Procedures for testing, inspection, mock-ups, reports, certificates; use of reference standards.
- D. Section 01 6000 - Product Requirements: Fundamental product requirements, substitutions and product options, delivery, storage, and handling.

- E. Section 01 7000 - Execution Requirements: Examination, preparation, and general installation procedures; pre-installation meetings; cutting and patching; cleaning and protection; starting of systems; demonstration and instruction; closeout procedures except payment procedures; requirements for alterations work.
- F. See Section 01 7419 - Construction Waste Management and Disposal.

#### 1.4 REFERENCE STANDARDS

- A. Refer to each section of elements in the Mock-up for Reference Standards.
- B. TAS - Texas Accessibility Standards: Required compliance for handicapped accessibility in Texas.
- C. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.

#### 1.5 ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Where utilities are involved, coordinate the installation of mock-up with size, location and installation of service utilities.
  - 1. Sequencing: Ensure that utility connections are achieved in an orderly and expeditious manner.
- B. Preinstallation Meeting: Conduct a preinstallation meeting at least one week prior to the start of the work of this section; require attendance by all affected installers.

#### 1.6 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Refer to the respective specification section(s) for each element used in the Mock-Up and submit all product data, shop drawings, samples, qualification statements, warranties, reports, instructions, and everything else required for submittal review and approval. 1.
  - Exception: Maintenance materials will not be required for the Mock-Ups.

#### 1.7 QUALITY ASSURANCE

- A. Refer to the respective specification section(s) for each element used in the Mock-Up for Quality Assurance.
- B. Completed work that does not exactly match approved field samples and mock-ups will be rejected, and shall be replaced with work that does exactly match the approved field samples and mock-ups at the Contractor's expense
- C. If the Contractor elects to start work before the Engineer has approved the related field samples or mock-ups, the Contractor does so at the risk of having the work rejected by the Engineer without compensation

#### 1.8 MOCK-UP

- A. Provide individual Mock-Ups called for in each specification section.
- B. Provide large scale building wall Mock-Up as described in the drawings.
- C. Locate where directed.
- D. Mock-up may not remain as part of the Work, unless otherwise indicated.

#### 1.9 DELIVERY, STORAGE, AND HANDLING

- A. Follow directions in the respective specification sections for each element of the mock-up.

### **PART 2 PRODUCTS**

#### 2.1 PRODUCT REQUIREMENTS FOR LARGE SCALE MOCK-UP

- A. See Section 01 6000 for additional requirements.
- B. Concrete for Mock-Ups refer to Section 03 3000 - Cast-In-Place Concrete, C.
  - For through-wall flashing, CMU and Brick refer to Section 04 2000 - Unit Masonry .
- D. For stone veneer refer to Section 04 4301 - Stone Masonry Veneer.
- E. For structural steel refer to Section 05 1200 – Structural Steel.
- F. For cold formed metal framing refer to Section 05 4000 - Cold-Formed Metal Framing



- G. For miscellaneous metal refer to Section 05 5000 - Metal Fabrications.
- H. For nailers, grounds and miscellaneous Framing refer to Section 06 1000 - Rough Carpentry.
- I. For air barrier refer to Section 07 2728 - Fluid-Applied Air Barrier Assembly.
- J. For joint sealers refer to Section 07 9005 - Joint Sealers.
- K. For storefront refer to Section 08 4313 - Aluminum-Framed Storefronts.
- L. For glass refer to Section 08 8000 - Glazing.

## 2.2 MATERIALS

- A. Materials used in the initial mock-up construction shall comply as specified in the applicable sections for the work and as approved by submittal reviews.
- B. Materials may be modified only to the extent required for mock-up approval by the Architect.
  - 1. Modified materials shall comply with the specified requirements but may differ in appearance characteristics, such as color and texture.
- C. Materials used in the construction of approved mock-up construction shall be used in the corresponding permanent construction upon final approved and acceptance.

## 2.3 SOURCE QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for additional requirements.
- B. Provide manufacturer inspection for air barrier assembly.
- C. Non-Conforming Work: See Section 01 4000.

# PART 3 EXECUTION

## 3.1 EXECUTION REQUIREMENTS

- A. See Section 01 7000 for additional requirements.

## 3.2 CONSTRUCTION

- A. Provide initial mock-up construction by methods proposed for the corresponding permanent construction.
  - 1. Comply with installation and application requirements for each component as specified in the section applicable for the work.
- B. Methods of construction may be modified only to the extent required for mock-up approval by the Architect.
  - 1. Modified methods of construction shall comply with the specified requirements as well as approved details of workmanship.
- C. Methods of construction used for the approved mock-up construction shall be used in the corresponding permanent construction.

## 3.3 TOLERANCES

- A. Comply with tolerances indicated within the respective specification sections.

## 3.4 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for additional requirements.
- B. Provide manufacturer's field representative to inspect air barrier assembly.

## 3.5 ADJUSTING

- A. Where operable function is required adjust for smooth operation.

## 3.6 CLEANING

- A. Clean all exposed surfaces as they are to appear in the completed project..

## 3.7 PROTECTION

- A. Protect installed Mock-Ups from subsequent construction operations.

## 3.8 REMOVAL AFTER COMPLETION

- A. Mock-Ups which are not to remain part of the project shall be removed from the jobsite and structures after completion and acceptance of the affected work or otherwise directed by the Owner and Architect.

**END OF SECTION**

**SECTION 01 4533  
CODE-REQUIRED SPECIAL INSPECTIONS**

**PART 1 GENERAL**

## 1.1 SECTION INCLUDES

- A. Code-required special inspections.
- B. Testing services incidental to special inspections.
- C. Submittals.
- D. Manufacturers' field services.
- E. Fabricators' field services.

## 1.2 RELATED REQUIREMENTS

- A. Document 00 3100 - Available Project Information: Soil investigation data.
- B. Document 00 7200 - General Conditions: Inspections and approvals required by public authorities.
- C. Section 01 2100 - Allowances: Allowance for payment of testing services.
- D. Section 01 3000 - Administrative Requirements: Submittal procedures.
- E. Section 01 4000 - Quality Requirements.
- F. Section 01 6000 - Product Requirements: Requirements for material and product quality.

## 1.3 DEFINITIONS

- A. Code or Building Code: 2012 Edition of the International Building Code and, more specifically, Chapter 17 - Structural Tests and Inspections, of same.
- B. Authority Having Jurisdiction (AHJ): Agency or individual officially empowered to enforce the building, fire and life safety code requirements of the permitting jurisdiction in which the Project is located.
- C. National Institute of Standards and Technology (NIST).
- D. Special Inspection:
  - 1. Special inspections are inspections and testing of materials, installation, fabrication, erection or placement of components and connections mandated by the AHJ that also require special expertise to ensure compliance with the approved contract documents and the referenced standards.
  - 2. Special inspections are separate from and independent of tests and inspections conducted by Owner or Contractor for the purposes of quality assurance and contract administration.

## 1.4 REFERENCE STANDARDS

- A. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; 2014 (Errata 2016).
- B. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2012a.
- C. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection and/or Testing; 2014a.
- D. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2013.
- E. ASTM E605 - Standard Test Methods for Thickness and Density of Sprayed Fire-Resistive Material (SFRM) Applied to Structural Members; 1993 (Reapproved 2011).
- F. ASTM E736 - Standard Test Method for Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members; 2000 (Reapproved 2011).
- G. ASTM E2570 - Standard Test Methods for Evaluating Water-Resistive Barrier (WRB) Coatings Used under Exterior Insulation and Finish Systems (EIFS) or EIFS with Drainage; 2007.
- H. AWCI 125 - Technical Manual 12-B: Standard Practice for the Testing and Inspection of Field-Applied Thin Film Intumescent Fire-Resistance Materials; 1998.

- I. AWS D1.4/D1.4M - Structural Welding Code - Reinforcing Steel; 2011.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Special Inspection Agency Qualifications: Prior to the start of work, the Special Inspection Agency shall:
1. Submit agency name, address, and telephone number, names of full time registered Engineer and responsible officer.
  2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
  3. Submit certification that Special Inspection Agency is acceptable to AHJ.
- C. Testing Agency Qualifications: Prior to the start of work, the Testing Agency shall:
1. Submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
  2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
  3. Submit certification that Testing Agency is acceptable to AHJ.
- D. Smoke Control Testing Agency Qualifications: Prior to the start of work, the Testing Agency shall:
1. Submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
  2. Submit documentary evidence that agency has appropriate credentials and documented experience in fire protection engineering, mechanical engineering and HVAC air balancing.
  3. Submit certification that Testing Agency is acceptable to AHJ.
- E. Manufacturer's Qualification Statement: Manufacturer shall submit documentation of manufacturing capability and quality control procedures. Include documentation of AHJ approval.
- F. Fabricator's Qualification Statement: Fabricator shall submit documentation of fabrication facilities and methods as well as quality control procedures. Include documentation of AHJ approval.
- G. Special Inspection Reports: After each special inspection, Special Inspector shall promptly submit two copies of report; one to Architect and one to the AHJ.
1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of Special Inspector.
    - d. Date and time of special inspection.
    - e. Identification of product and specifications section.
    - f. Location in the Project.
    - g. Type of special inspection.
    - h. Date of special inspection.
    - i. Results of special inspection.
    - j. Compliance with Contract Documents.
  2. Final Special Inspection Report: Document special inspections and correction of discrepancies prior to the start of the work.
- H. Fabricator Special Inspection Reports: After each special inspection of fabricated items at the Fabricator's facility, Special Inspector shall promptly submit two copies of report; one to Architect and one to AHJ.
1. Include:
    - a. Date issued.

- b. Project title and number.
  - c. Name of Special Inspector.
  - d. Date and time of special inspection.
  - e. Identification of fabricated item and specification section.
  - f. Location in the Project.
  - g. Results of special inspection.
  - h. Verification of fabrication and quality control procedures.
  - i. Compliance with Contract Documents.
  - j. Compliance with referenced standard(s).
- I. Test Reports: After each test or inspection, promptly submit two copies of report; one to Architect and one to AHJ.
- 1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of inspector.
    - d. Date and time of sampling or inspection.
    - e. Identification of product and specifications section.
    - f. Location in the Project.
    - g. Type of test or inspection.
    - h. Date of test or inspection.
    - i. Results of test or inspection.
    - j. Compliance with Contract Documents.
- J. Certificates: When specified in individual special inspection requirements, Special Inspector shall submit certification by the manufacturer, fabricator, and installation subcontractor to Architect and AHJ, in quantities specified for Product Data.
- 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
  - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect and AHJ.
- K. Manufacturer's Field Reports: Submit reports to Architect and AHJ.
- 1. Submit report in duplicate within 30 days of observation to Architect for information.
  - 2. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the contract documents. L. Fabricator's Field Reports: Submit reports to Architect and AHJ.
    - 1. Submit report in duplicate within 30 days of observation to Architect for information.
    - 2. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the contract documents.
- 1.6 SPECIAL INSPECTION AGENCY
- A. Owner or Architect will employ services of a Special Inspection Agency to perform inspections and associated testing and sampling in accordance with ASTM E329 and required by the building code.
  - B. The Special Inspection Agency may employ and pay for services of an independent testing agency to perform testing and sampling associated with special inspections and required by the building code.
  - C. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.
- 1.7 TESTING AND INSPECTION AGENCIES
- A. Owner or Architect may employ services of an independent testing agency to perform additional testing and sampling associated with special inspections but not required by the building code.

- B. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

#### 1.8 QUALITY ASSURANCE

- A. Special Inspection Agency Qualifications:
  - 1. Independent firm specializing in performing testing and inspections of the type specified in this section.
- B. Testing Agency Qualifications:
  - 1. Independent firm specializing in performing testing and inspections of the type specified in this section.
- C. Copies of Documents at Project Site: Maintain at the project site a copy of each referenced document.

### **PART 2 PRODUCTS - NOT USED**

### **PART 3 EXECUTION**

#### 3.1 SCHEDULE OF SPECIAL INSPECTIONS, GENERAL

- A. Frequency of Special Inspections: Special Inspections are indicated as continuous or periodic.
  - 1. Continuous Special Inspection: Special Inspection Agency shall be present in the area where the work is being performed and observe the work at all times the work is in progress.
  - 2. Periodic Special Inspection: Special Inspection Agency shall be present in the area where work is being performed and observe the work part-time or intermittently and at the completion of the work.

#### 3.2 SPECIAL INSPECTIONS FOR STEEL CONSTRUCTION

#### 3.3 SPECIAL INSPECTIONS FOR CONCRETE CONSTRUCTION

- A. Reinforcing Steel, Including Pre-stressing of Tendons and Placement: Verify compliance with approved contract documents and ACI 318, Sections 3.5 and 7.1 through 7.7; periodic.
- B. Reinforcing Steel Welding: Verify compliance with AWS D1.4/D1.4M and ACI 318, Section 3.5.2; periodic.
- C. Design Mix: Verify plastic concrete complies with the design mix in approved contract documents and with ACI 318, Chapter 4 and 5.2; periodic.
- D. Specified Curing Temperature and Techniques: Verify compliance with approved contract documents and ACI 318, Sections 5.11 through 5.13; periodic.
- E. Concrete Strength in Situ: Verify concrete strength complies with approved contract documents and ACI 318, Section 6.2, for the following.
- F. Formwork Shape, Location and Dimensions: Verify compliance with approved contract documents and ACI 318, Section 6.1.1; periodic.

#### 3.4 SPECIAL INSPECTIONS FOR MASONRY CONSTRUCTION

#### 3.5 SPECIAL INSPECTIONS FOR PREFABRICATED WOOD CONSTRUCTION

#### 3.6 SPECIAL INSPECTIONS FOR SOILS

- A. Materials and Placement: Verify each item below complies with approved construction documents and approved geotechnical report.
  - 1. Design bearing capacity of material below shallow foundations; periodic.
  - 2. Design depth of excavations and suitability of material at bottom of excavations; periodic.
  - 3. Materials, densities, lift thicknesses; placement and compaction of backfill: continuous.
  - 4. Subgrade, prior to placement of compacted fill; periodic. B. Testing: Classify and test excavated material; periodic.

### 3.7 SPECIAL INSPECTIONS FOR CAST-IN-PLACE DEEP FOUNDATIONS

- A. Materials, Equipment and Final Placement: Verify each item below complies with approved construction documents and approved geotechnical report.
  - 1. Element length; continuous.
  - 2. Element diameters and bell diameters; continuous.
  - 3. Embedment into bedrock; continuous.
  - 4. End bearing strata capacity; continuous.
  - 5. Placement locations and plumbness; continuous.
  - 6. Type and size of hammer; continuous.
- B. Drilling Operations: Observe and maintain complete and accurate records for each element; continuous.
- C. Material Volume: Record concrete and grout volumes.
- D. Concrete Elements Associated with Cast-in-Place Deep Foundations: Perform additional inspections as required by the Special Inspections for Concrete Construction article of this section.

### 3.8 SPECIAL INSPECTIONS FOR SPRAYED FIRE RESISTANT MATERIALS

- A. Sprayed Fire Resistant Materials, General:
  - 1. Verify compliance of sprayed-fire resistant materials with specific fire-rated assemblies indicated in approved contract documents, and with applicable requirements of the building code.
  - 2. Perform special inspections after rough installation of electrical, mechanical, plumbing, automatic fire sprinkler and suspension systems for ceilings.
- B. Physical and visual tests: Verify compliance with fire resistance rating.
  - 1. Condition of substrates; periodic.
  - 2. Thickness of sprayed fire resistant material; periodic.
  - 3. Density of sprayed fire resistant material in pounds per cubic foot (kg per sq m); periodic.
  - 4. Bond strength (adhesion and cohesion); periodic.
  - 5. Condition of finished application; periodic.
- C. Structural member surface conditions:
  - 1. Inspect structural member surfaces before application of sprayed fire resistant materials; periodic.
  - 2. Verify preparation of structural member surfaces complies with approved contract documents and manufacturer's written instructions; periodic.
- D. Application:
  - 1. Ensure minimum ambient temperature before and after application complies with the manufacturer's written instructions; periodic.
  - 2. Verify area where sprayed fire resistant material is applied is ventilated as required by the manufacturer's written instructions during and after application; periodic.
- E. Thickness: Verify that no more than 10 percent of thickness measurements taken from sprayed fire resistant material are less than thickness required by fire resistance design in approved contract documents. In no case shall the thickness of the sprayed fire resistant material be less than the minimum below.
  - 1. Minimum Allowable Thickness: Tested according to ASTM E605, periodic.
    - a. Design thickness 1 inch (25 mm) or greater: Design thickness minus 1/4 inch (6.4 mm).
    - b. Design thickness greater than 1 inch (25 mm): Design thickness minus 25 percent.
- F. Density: Verify density of sprayed fire resistant material is no less than density required by the fire resistance design in the approved contract documents.

- G. Bond Strength: Verify adhesive and cohesive bond strength of sprayed fire resistant materials is no less than 150 pounds per square foot (7.18 kPa) when in-place samples of the cured material are tested according to ASTM E736 and as described below.
- 3.9 SPECIAL INSPECTIONS FOR MASTIC AND INTUMESCENT FIRE RESISTANT COATINGS
- A. Verify mastic and intumescent fire resistant coatings comply with AWCI 117 and the fire resistance rating indicated on approved contract documents.
- 3.10 SPECIAL INSPECTIONS FOR EXTERIOR INSULATION AND FINISH SYSTEMS (EIFS)
- A. Verify water resistive barrier coating applied over sheathing complies with ASTM E2570.
- 3.11 SPECIAL INSPECTIONS FOR SMOKE CONTROL
- A. Test smoke control systems as follows:
    - 1. Record device locations and test system for leakage after erection of ductwork but before starting construction that conceals or blocks access to system.
    - 2. Test and record pressure difference, flow measurements, detection function and controls after system is complete and before structure is occupied.
- 3.12 OTHER SPECIAL INSPECTIONS
- A. Provide for special inspection of work that, in the opinion of the AHJ, is unusual in nature.

**END OF SECTION**



**SECTION 01 5000  
TEMPORARY FACILITIES AND CONTROLS**

**PART 1 GENERAL**

## 1.1 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary telecommunications services.
- C. Temporary sanitary facilities.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Security requirements.
- F. Vehicular access and parking.
- G. Waste removal facilities and services.
- H. Project identification sign.
- I. Field offices.

## 1.2 RELATED REQUIREMENTS

- A. Section 01 5813 - Temporary Project Signage.

## 1.3 REFERENCE STANDARDS

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.

## 1.4 TEMPORARY UTILITIES

- A. Provide and pay for all electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes.
- B. Use trigger-operated nozzles for water hoses, to avoid waste of water.

## 1.5 TELECOMMUNICATIONS SERVICES

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
- B. Telecommunications services shall include:
  - 1. Windows-based personal computer dedicated to project telecommunications, with necessary software and laser printer.
  - 2. Telephone Land Lines: One line, minimum; one handset per line.
  - 3. Internet Connections: Minimum of one; DSL modem or faster.
  - 4. Email: Account/address reserved for project use.
  - 5. Facsimile Service: Minimum of one dedicated fax machine/printer, with dedicated phone line.
  - 6. Facsimile Service: Fax-to-email software on personal computer.
- C. Provide, maintain and pay for facsimile service and a dedicated telephone line to field office at time of project mobilization.
- D. Telephone and facsimile services shall be made available for use by the Owner, Architect, and consultants.

## 1.6 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

## 1.7 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.

- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

#### 1.8 FENCING

- A. Construction: Commercial grade chain link fence.
- B. Provide 6 foot (1.8 m) high fence around construction site; equip with vehicular and pedestrian gates with locks.
- C. Contractor Option - Provide vision blocking fabric at outside face of perimeter construction fencing and gates.
  - 1. Fabric: 100% polypropylene - Closed Mesh Commercial Series Polypropylene fence screen provides 95% blockage of wind and light. Constructed of woven polypropylene and treated with UV stabilizers.
    - a. Provide accessories required for a complete and secure installation for the duration of the construction of this project.
  - 2. Products: Closed Mesh Commercial Series Polypropylene fence screen provides 95% blockage of wind and light. Constructed of woven polypropylene and treated with UV stabilizers.
    - a. Greenblock Precut Panel, as manufactured by Collins Co., 1375 Weber Industrial Dr., Cumming, GA 30041; Toll-free: (800) 222-4348.
    - b. 700 Series Closed Mesh Polypropylene - 95% as manufactured by FenceScreen.com, Lake Forest, CA 92630; Toll Free: (888) 313-6313; T: (949) 215-6313; F: (949) 269-0422; Email: sales@fencescreen.com .
    - c. POLYPRO 95 Construction Fence Fabric as manufactured by Midwest Cover, 6463 Waveland Street, Unit A, Hammond, IN 46320; Toll-free: (800) 594-0744; T: (847) 277-1140; F: (847) 277-1137.
    - d. Substitutions: See Section 01 6000 - Product Requirements.

#### 1.9 EXTERIOR ENCLOSURES

- A. Provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.
- B. Insulated to R-11.
- C. STC rating of 35 in accordance with ASTM E 90.

#### 1.10.1 INTERIOR ENCLOSURES

- A NOT USED

#### 1.11 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner's security program.

#### 1.12 VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Provide means of removing mud from vehicle wheels before entering streets.
- E. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

#### 1.13 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.

- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.14 PROJECT SIGNS - See Section 01 5813

1.15 FIELD OFFICES

- A. NOT USED

1.16 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet (600 mm). Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

## SECTION 01 5813 TEMPORARY PROJECT SIGNAGE

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Project identification sign.
- B. Project informational signs.

#### 1.2 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Responsibility to provide signs.

#### 1.3 REFERENCE STANDARDS

- A. FHWA (SHS) - Standard Highway Signs; Federal Highway Administration; 2004.

#### 1.4 QUALITY ASSURANCE

- A. Design sign and structure to withstand 50 miles/hr (80 km/hr) wind velocity.
- B. Sign Painter: Experienced as a professional sign painter for minimum three years.
- C. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.

#### 1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Shop Drawing: Show content, layout, lettering, color, foundation, structure, sizes and grades of members.

### PART 2 PRODUCTS

#### 2.1 SIGN MATERIALS - FREE-STANDING, GROUND-BASED SIGN

- A. Structure and Framing: New, wood, structurally adequate.
  - 1. Back-framing of sign panels (signboard) at perimeter edges and at joints of multiple panels:
    - a. No. 2 (or better) 2x4's at horizontal edges and sign panel joints;
    - b. No. 2 (or better) 2x6's at vertical edges, sign panel joints and at locations of 4 x 4 posts;
  - 2. Posts:
    - a. No. 2 (or better) 4x4 treated wood;
  - 3. Foundation - Contractors option:
  - 4. Bracing - Provide bracing and replacement members as required during the course of the construction up to the Date of Substantial Completion for the final part or phase of the work.
  - 5. Sign Surfaces (a.k.a. sign panels or signboard): Exterior grade plywood with medium density overlay, minimum 3/4 inch (19 mm) thick, standard large sizes to minimize joints.
    - a. Medium Density Overlay - APA M.D. Overlay, Group 1, Exterior, 4' x 8' x 3/4", minimum;
- B. Rough Hardware: Galvanized.
- C. Paint and Primers: Exterior quality, two coats; sign background of White color, unless noted otherwise. Prime and Paint all surfaces of signboard and exposed structure. D. Color: Full color. UV resistant for outdoor use.
- E. Lettering: Exterior quality paint, contrasting colors.
- F. Contractors Option for image over sign panel in lieu of painted text & image:
  - 1. Billboard type printed vinyl sheet wrapped around sign panel.
    - a. Vinyl sheet with hemmed reinforced edges all around.
      - 1) Thirteen ounce vinyl banner material.
      - 2) Brass grommets at each corner and at twenty four (24) inches on center at perimeter.

- b. Printed custom digital text and image(s), single side.
- c. Color: Full color. UV resistant for indoor and outdoor use.

**TEMPORARY PROJECT SIGNAGE**

**01 5813 1**

**01 5813 2 2**

- d. Lettering: Exterior quality media, fade resistant, contrasting colors.
- e. Firmly secure vinyl sheet to sign panel.

**2.2 PROJECT IDENTIFICATION SIGN**

- A. Locate at on site at area designated by Architect & Owner.
- B. Content: As shown on the Drawings.
- C. Architect will provide a digital file of the final sign design demonstrating all required information for the sign content, including but not limited to font style and size, names, titles, and other text, Owner logo, Architects logo, other graphics, , colors and overall size.

**2.3 PROJECT INFORMATIONAL SIGNS**

- A. Painted informational signs of same colors and lettering as Project Identification sign, or standard products; size lettering to provide legibility at 100 foot (30 m) distance.
- B. Provide at each field office, storage shed, and directional signs to direct traffic into and within site. Relocate as Work progress requires.
  - 1. Provide directional signs for student traffic flow and for parent and visitor check-in areas.

**PART 3 EXECUTION**

**3.1 INSTALLATION**

- A. Install project identification sign within 14 days after date of the Notice to Proceed.
- B. Erect at designated location.
- C. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
- D. Install sign surface plumb and level, with butt joints. Anchor securely.
- E. Paint exposed surfaces of sign, supports, and framing.
- F. Contractor shall install up to two (2) owner provided signs in addition to project identification sign.

**3.2 MAINTENANCE**

- A. Maintain signs and supports clean, repair deterioration and damage.

**3.3 REMOVAL**

- A. Remove signs, framing, supports, and foundations at completion of Project and restore the area.
- B. Remove signs, and anchoring at Substantial Completion of Project and restore the area.

**END OF SECTION**



**SECTION 01 6000  
PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

## 1.1 GENERAL

- A. Where specific product selection has not been made, is missing, is undetermined, or is unclear, and a determination from the Architect is not available, Contractor shall include an amount sufficient to allow selection(s) from the products highest price group.

## 1.2 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations.
- F. Procedures for Owner-supplied products.
- G. Maintenance materials, including extra materials, spare parts, tools, and software.

## 1.3 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Lists of products to be removed from existing building.
- B. Section 01 1000 - Summary: Identification of Owner-supplied products.
- C. Section 01 2500 - Substitution Procedures: Substitutions made during procurement and/or construction phases.
- D. Section 01 3000 - Administrative Requirements: Submittal Schedule and Submittal Procedures.
- E. Section 01 4000 - Quality Requirements: Product quality monitoring.
- F. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.
- G. Section 01 7000 - Execution and Closeout Requirements: Items to be turned over to the Owner.
- H. Section 01 7419 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions. I. Section 01 7800 - Closeout Submittals: Items to be turned over to the Owner.

## 1.4 REFERENCE STANDARDS

- A. 16 CFR 260.13 - Guides for the Use of Environmental Marketing Claims; Federal Trade Commission; Recycled Content; Current Edition.
- B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

## 1.5 SUBMITTALS

- A. In general, substitutions will not be accepted, unless noted otherwise. Procedures for approving product substitutions occur during the Bidding period.
  - 1. Refer to the Instructions to Bidders for substitution Procedures.
  - 2. Refer also to Section 01 3000 - Administrative Requirements.
- B. Procedures for approving product substitutions after the Bidding period:
  - 1. Refer to Section 01 3000 - Administrative Requirements, Request for substitutes after the Bidding phase.
- C. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

- E. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.
- F. Indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

## PART 2 PRODUCTS

### 2.1 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
- D. Reused Products: Reused products include materials and equipment previously used in this or other construction, salvaged and refurbished as specified.

### 2.2 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
  - 1. Made using or containing CFC's or HCFC's.
- C. Where other criteria are met, Contractor shall give preference to products that:
  - 1. If used on interior, have lower emissions, as defined in Section 01 6116.
  - 2. If wet-applied, have lower VOC content, as defined in Section 01 6116.
- D. Products with Recycled Content:
  - 1. Specific Product Categories: Provide recycled content as specified elsewhere.
  - 2. Calculations: Where information about recycled content is required to be submitted:
    - a. Determine percentage of post-consumer and post-industrial content separately, using the guidelines contained in 16 CFR 260.7(e).
    - b. Previously used, reused, refurbished, and salvaged products are not considered recycled.
    - c. Wood fabricated from timber abandoned in transit to original mill is considered reused, not recycled.
    - d. Determine percentage of recycled content of any item by dividing the weight of recycled content in the item by the total weight of all material in the item.
    - e. Determine value of recycled content of each item separately, by multiplying the content percentage by the value of the item.
- E. Provide interchangeable components of the same manufacture for components being replaced.
- F. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.
- G. Cord and Plug: Provide minimum 6 foot (2 m) cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

### 2.3 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use the product specified by the manufacturer specified. Use of a product of one of the other manufacturers named must still receive approval in writing before it is allowed for use on this project. Otherwise no options or substitutions allowed.



1. Substitutions are not accepted on or after the date of the Agreement, unless noted otherwise.
  2. Refer also to Section 01 3000 Administrative Requirements.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.
1. Substitutions are not accepted on or after the date of the Agreement, unless noted otherwise.
  2. Refer also to Section 01 3000 Administrative Requirements.

#### 2.4 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site and deliver to designated location; obtain written acknowledgement or receipt prior to final payment.

### PART 3 EXECUTION

#### 3.1 SUBSTITUTION LIMITATIONS

- A. See Section 01 2500 - Substitution Procedures.
- B. Any product, system or procedure not specifically listed or described in the Contract Documents is subject to rejection.
- C. A request for substitution constitutes a representation that the submitter:
  1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
    - a. The submitter must provide information and certification in writing showing point for point comparison for the proposed substitute with the specified product, including color selections. The submitter shall provide data from the specified product and manufacturer as well as data from the proposed manufacturer for a comparison, review, and determination of acceptance (approval or disapproval) by the Architect.
      - 1) Refer to Section 01 3000 - Administrative Requirements, in Part 1 near the end for the article entitled "AVAILABLE MANUFACTURERS - FOR CONSIDERING PROPOSED SUBSTITUTES". A sample "Comparison Sheet" is attached to Section 01 3000.
      - 2) Absence of specified manufacturers' data is grounds for disapproval. Approval cannot be made if adequate comparison information is not provided.
- D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals,

#### 3.2 OWNER-SUPPLIED PRODUCTS

- A. See Section 01 1000 - Summary for identification of Owner-supplied products.
- B. Owner's Responsibilities:
  1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
  2. Arrange and pay for product delivery to site.
  3. On delivery, inspect products jointly with Contractor.
  4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
  5. Arrange for manufacturers' warranties, inspections, and service. C. Contractor's Responsibilities:
    1. Review Owner reviewed shop drawings, product data, and samples.
    2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
    3. Handle, store, install and finish products.
    4. Repair or replace items damaged after receipt.

### 3.3 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

### 3.4 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 7419.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Provide off-site storage and protection when site does not permit on-site storage or protection.
  - 1. Refer to Supplementary Conditions and Section 01 2000 for requirements concerning off-site storage of materials and equipment. The provisions within the referenced document(s) shall prevail over this paragraph and subparagraph.
- G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- H. Comply with manufacturer's warranty conditions, if any.
- I. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- J. Prevent contact with material that may cause corrosion, discoloration, or staining.
- K. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- L. Transportation of stored products is the responsibility of the Contractor.
- M. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.
- N. Extra materials, tools, spare parts, maintenance products, and similar items to be turned over to the Owner at Substantial Completion:
  - 1. Store items to be turned over to the Owner.
  - 2. Protect indoors and in weather tight conditions. Store interior materials in climatic conditions similar to normal conditions for which the installed product is to exist. All other materials shall be stored at temperature between 60 and 80 degrees F and humidity shall not exceed 60%.
  - 3. All items shall be packaged appropriately.
    - a. Extra Materials shall be provided unused and in manufactures original unopened packaging clearly marked as to contents and products to be used with. Extra materials must be an exact match of installed materials.
    - b. Tools, spare parts, maintenance products, and similar items shall be boxed or packaged ready for storage.

4. Clearly mark and identify all extra materials, tools, spare parts, maintenance products, and similar items.
  - a. Include specification section number and name.
  - b. Label with manufacturer's name and model number where applicable.
  - c. Plainly identify the use of the item(s).
5. Refer also to Section 01 7800 - Closeout Submittals.

**END OF SECTION**



**SECTION 01 6116  
VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS**

**PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Requirement for installer certification that they did not use any non-compliant products.
- B. VOC restrictions for product categories listed below under "DEFINITIONS."
- C. All products of each category that are installed in the project must comply; Owner's project goals do not allow for partial compliance.

**1.2 RELATED REQUIREMENTS**

- A. Section 01 3000 - Administrative Requirements: Submittal procedures.
- B. Section 01 4000 - Quality Requirements: Procedures for testing and certifications.
- C. Section 01 6000 - Product Requirements: Fundamental product requirements, substitutions and product options, delivery, storage, and handling.

**1.3 DEFINITIONS**

- A. VOC-Restricted Products: All products of each of the following categories when installed or applied on-site in the building interior:
  - 1. Adhesives, sealants, and sealer coatings.
  - 2. Carpet.
  - 3. Carpet tile.
  - 4. Resilient floor coverings.
  - 5. Acoustical ceilings and panels.
  - 6. Other products when specifically stated in the specifications.
- B. Interior of Building: Anywhere inside the exterior weather barrier.
- C. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.
- D. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.

**1.4 REFERENCE STANDARDS**

- A. CRI (GLP) - Green Label Plus Testing Program - Certified Products; [www.carpet-rug.org](http://www.carpet-rug.org); current edition.
- B. GreenSeal GS-36 - Commercial Adhesives; 2011.
- C. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition.

**1.5 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Evidence of Compliance: Submit for each different product in each applicable category.
- C. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.
- D. 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.

**1.6 QUALITY ASSURANCE**

- A. 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. Adhesives and Joint Sealants: Provide only products having volatile organic compound (VOC) content not greater than required by South Coast Air Quality Management District Rule No.1168.

**VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS**

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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.
- B. Aerosol Adhesives: Provide only products having volatile organic compound (VOC) content not greater than required by GreenSeal GS-36.
  1. Evidence of Compliance: Acceptable types of evidence are:
    - a. Current GreenSeal Certification.
    - b. Published product data showing compliance with requirements.
- C. Paints and Coatings: Provide products having VOC content as specified in Section 09 9000.
- D. Carpet and Adhesive: Provide products having VOC content not greater than that required for CRI Green Label Plus certification.
  1. Evidence of Compliance: Acceptable types of evidence are:
    - a. Current Green Label Plus Certification.
    - b. Report of laboratory testing performed in accordance with requirements.
- E. Carpet Tile and Adhesive: Provide products having VOC content not greater than that required for CRI Green Label Plus certification.
  1. Evidence of Compliance: Acceptable types of evidence are:
    - a. Current Green Label Plus Certification.
    - b. Report of laboratory testing performed in accordance with requirements.
- F. Other Product Categories: Comply with limitations specified elsewhere.

**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 Owner.
- B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

**END OF SECTION**

**SECTION 01 7000****EXECUTION AND CLOSEOUT REQUIREMENTS****PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, \_\_\_\_\_.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Surveying for laying out the work.
- F. Cleaning and protection.
- G. Starting of systems and equipment.
- H. Demonstration and instruction of Owner personnel.
- I. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- J. General requirements for maintenance service.

**1.2 RELATED REQUIREMENTS**

- A. Section 01 1000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- C. Section 01 4000 - Quality Requirements: Testing and inspection procedures.
- D. Section 01 5000 - Temporary Facilities and Controls: Temporary exterior enclosures.
- E. Section 01 5000 - Temporary Facilities and Controls: Temporary interior partitions.
- F. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds. Extra materials, tools, spare parts, maintenance products, and similar items.
- G. Section 07 8400 - Firestopping.
- H. Individual Product Specification Sections:
  - 1. Advance notification to other sections of openings required in work of those sections.

**1.3 REFERENCE STANDARDS**

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

**1.4 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
  - 1. Submit documentation verifying accuracy of survey work.
  - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in compliance with Contract Documents.
  - 3. Submit surveys and survey logs for the project record.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather exposed or moisture resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of Owner or separate Contractor.
  - 6. Include in request:
    - a. Identification of Project.

- b. Location and description of affected work.
  - c. Necessity for cutting or alteration.
  - d. Description of proposed work and products to be used.
  - e. Effect on work of Owner or separate Contractor.
  - f. Written permission of affected separate Contractor.
  - g. Date and time work will be executed.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities.
- 1.5 QUALIFICATIONS
- A. For surveying work, employ a land surveyor registered in TEXAS and acceptable to Architect. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,
- 1.6 PROJECT CONDITIONS
- A. Use of explosives is not permitted.
- B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- C. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- D. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- E. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
- F. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- 1. Minimize amount of bare soil exposed at one time.
  - 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
  - 3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
  - 4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- G. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- 1. At All Times: Excessively noisy tools and operations will not be tolerated inside the building at any time of day; excessively noisy includes jackhammers.
  - 2. Outdoors: Limit conduct of especially noisy exterior work to the hours of 8 am to 5 pm.
- H. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.
- 1.7 COORDINATION
- A. See Section 01 1000 for occupancy-related requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Notify affected utility companies and comply with their requirements.
- D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.



- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements. G.  
Coordinate completion and clean-up of work of separate sections.
- H. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

## **PART 2 PRODUCTS**

### **2.1 PATCHING MATERIALS**

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

### **3.2 PREPARATION**

- A. Preparation of new or existing substrate:
  - 1. New substrates shall be prepared as recommended by manufacturer of new work/ finish(es)/ material(s)/ product(s)/ equipment/ item(s) and/or any other new element(s).
  - 2. Cut, move, and remove existing finish(es), material(s), product(s), equipment, item(s), and/or other element(s) (hereinafter referred to as "existing element(s)") and prepare substrate as necessary for application of new work/ finish(es)/ material(s)/ product(s)/ equipment/ item(s) and/or any other new element(s) (hereinafter referred to as "new work") required for a complete and satisfactory professional installation.
    - a. This includes the removal of existing element(s) whenever the existing element(s) is/are not to remain in place or is/are not an appropriate substrate and/or condition for the new work, as determined by the manufacturer or Architect. This includes, but is not limited to, existing flooring, wall elements, and/or other floor, wall, ceiling, and/or other existing element(s) (interior and exterior), unsuitable substrate and/or condition, and/or other material which compromises the new work installation, or is/are not acceptable to the manufacturer of the new work, or voids the warranty of the new work application(s).
  - 3. Prepare new and existing substrates and surfaces as required to receive new work/ finish(es)/ material(s)/ product(s)/ equipment/ item(s) and/or any other new element(s) application(s).
- B. Temporary Removal

1. Work of the respective specification section for new work over existing construction may include temporary removal of "existing elements", repair and preparation of existing substrate(s) required for a proper, complete and satisfactory professional installation of new work.
  2. Carefully cut, move, or remove other existing elements, to remain, as necessary for access or proper application of alterations and renovation work. Replace and restore in working order at completion to a finished condition indistinguishable from the new work.
- C. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished work.
- D. Remove debris and abandoned items from area and from concealed spaces.
- E. Close openings in exterior surfaces to protect existing work and salvage items from weather and extremes of temperature and humidity. Insulate ducts and piping to prevent condensation in exposed areas.
- F. Prepare surfaces and remove surface finishes to provide for proper installation of new work and finishes.
- G. Clean substrate surfaces prior to applying next material or substance.
- H. Seal cracks or openings of substrate prior to applying next material or substance.
- I. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.
- 3.3 PREINSTALLATION MEETINGS
- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
1. Review conditions of examination, preparation and installation procedures.
  2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.
- 3.4 LAYING OUT THE WORK
- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Contractor shall locate and protect survey control and reference points.
- D. Control datum for survey is that indicated on drawings.
- E. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- F. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- G. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- H. Utilize recognized engineering survey practices.
- I. Establish a minimum of two permanent bench marks on site, referenced to established control points. Record locations, with horizontal and vertical data, on project record documents.
- J. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
  2. Grid or axis for structures.
  3. Building foundation, column locations, ground floor elevations, and subsequent levels and locations as required.
- K. Periodically verify layouts by same means.
- L. Maintain a complete and accurate log of control and survey work as it progresses.

- M. On completion of foundation walls and major site improvements, prepare a certified survey illustrating dimensions, locations, angles, and elevations of construction and site work.

### 3.5 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.
- F. Transitions:
  - 1. Transition from existing to new shall not be apparent.
  - 2. When existing finish surfaces are cut such that a smooth unapparent transition is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
  - 3. Transitions (new to new work and/or new to existing work) where a change in plane occurs are not acceptable, unless noted or shown otherwise.
    - a. Transitions where change in plane of less than 1/4 inch occur shall be corrected to eliminate the change in plane.
    - b. Where change in plane can not be eliminated or change in plane of 1/4 inch or more occurs where new work meets existing work, submit recommendation for providing a smooth transition for Architect review and request instruction.
- G. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors walls and ceilings to a smooth flat plane without breaks, steps or bulkheads, unless noted or shown otherwise.
- H. Recover and refinish work that exposes mechanical and/or electrical work exposed accidentally or incidentally during the work.

### 3.6 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as indicated.
  - 2. Report discrepancies to Architect before disturbing existing installation.
  - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
  - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 5000 in locations indicated on drawings.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
  - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
  - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- D. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove items indicated on drawings.
  - 2. Relocate items indicated on drawings.
  - 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
  - 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.

- E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
  2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
  3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
    - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
    - b. Provide temporary connections as required to maintain existing systems in service.
  4. Verify that abandoned services serve only abandoned facilities.
  5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- F. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
  2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  3. Repair adjacent construction and finishes damaged during removal work.
  4. Patch as specified for patching new work.
- G. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
  2. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
  3. Where a change of plane of 1/4 inch (6 mm) or more occurs in existing work, remove work and replace with new if existing can not be repositioned to an acceptable condition as determined by Architect.
  4. Trim existing wood doors as necessary to clear new floor finish. Refinish trim as required.
- H Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- I. Refinish existing surfaces as indicated:
1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
  2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- J. Clean existing systems and equipment.
- K. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- L. Do not begin new construction in alterations areas before demolition is complete.
- M. Comply with all other applicable requirements of this section.

### 3.7 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
  - 1. Complete the work.
  - 2. Fit products together to integrate with other work.
  - 3. Provide openings for penetration of mechanical, electrical, and other services.
  - 4. Match work that has been cut to adjacent work.
  - 5. Repair areas adjacent to cuts to required condition.
  - 6. Repair new work damaged by subsequent work.
  - 7. Remove samples of installed work for testing when requested.
  - 8. Remove and replace defective and non-complying work.
- D. Execute cutting and patching including excavation and fill to complete the work, to uncover work in order to install improperly sequenced work, to remove and replace defective or non-conforming work, to remove samples of installed work for testing when requested, to provide openings in the work for penetration of mechanical and electrical work, to execute patching to complement adjacent work, and to fit products together to integrate with other work.
- E. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- F. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- G. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- H. Restore work with new products in accordance with requirements of Contract Documents.
- I. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- J. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- K. Patching:
  - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
  - 2. Match color, texture, and appearance.
  - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.
- L. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
- M. Make neat transitions. Patch work to match adjacent work in texture and appearance. Where new work abuts or aligns with existing, perform a smooth and even transition.
- N. Patch or replace surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. Repair substrate prior to patching finish. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

### 3.8 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

- E. Debris, rubbish, trash, waste and other matter to be disposed of throughout this project shall be handled in a thorough, neat, proper, legal, and expeditious manner.

### 3.9 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Prohibit traffic from landscaped areas.
- H. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

### 3.10 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect, Commissioning Agent, and Owner seven days prior to start-up of each item.
  - 1. Provide required information to the Commissioning Authority prior to startup: Verify that Startup reports and Prefunctional Checklists executed by Contractor may be utilized to achieve this requirement.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require Commissioning Authority to be present at site to
- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

### 3.11 DEMONSTRATION AND INSTRUCTION

- A. Provide DVD format video recording of all Training, Demonstration, and Instruction sessions.
  - 1. Identify each session separately and include the following information for each session:
    - a. The name of the subject (equipment, machine, or other element) for each session;
    - b. The room name and number location of the subject;
    - c. The manufacturer's name, address and phone number;
    - d. The manufacturer's local contact name, address and phone number;
    - e. The name(s) of the presenter(s) and the company he/she/they represent(s);
    - f. The subcontractors name, address and phone number;
    - g. The names of the Owner's personnel in attendance;
    - h. The date & location of the session.
  - 2. Provide additional copy of DVD and sign-in list to Owner's Construction Manager.
- B. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion.
- C. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- D. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

- E. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.
- F. Perform instruction in a classroom environment located at the site. Exact location to be determined.
- G. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- H. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

### 3.12 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems. See Division 23 section(s) and Section 01 4000.

### 3.13 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
  - 1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
- B. Use cleaning materials that are nonhazardous.
- C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- F. Clean filters of operating equipment.
- G. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, drainage systems, and surrounding grounds.
- H. Clean site; sweep paved areas, rake clean landscaped surfaces.
- I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

### 3.14 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
  - 1. Provide copies to Architect and Owner.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Contractor shall provide electronic format Record Drawings in addition to the original paper edition. Request of the Architect the appropriate electronic files after issuance of the Certificate for Substantial Completion.
- G. Complete Record Drawings (original paper edition and electronic format) and submit to Architect.
- H. Ensure Record Documents have been completed and are ready for submission as required by Section 01 7800 - Closeout Submittals.

- I. Deliver extra materials, tools, spare parts, maintenance products, and similar items to Owner at the time of Substantial Completion.
- J. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- K. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- L. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

### 3.15 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Furnish service and maintenance of components indicated in specification sections for one year from date of Substantial Completion.
- D. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- E. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- F. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

**END OF SECTION**



**SECTION 01 7800 CLOSEOUT SUBMITTALS****PART 1 GENERAL****1.1 SECTION INCLUDES A.**

- Project Record Documents.
- B. Record Submittal Set.
- C. Operation and Maintenance Data.
- D. Warranties and bonds.
- E. Extra materials, tools, spare parts, maintenance products, and similar items.

**1.2 RELATED REQUIREMENTS**

- A. Section 00 7200 - General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 01 6000 - Product Requirements: Items to be turned over to the Owner D. Section 01 7000 - Execution and Closeout Requirements: Contract closeout procedures.
- E. Individual Product Sections: Specific requirements for operation and maintenance data.
- F. Individual Product Sections: Warranties required for specific products or Work.
- G. Individual Product Sections: Specific requirements for extra materials, tools, spare parts, maintenance products, and similar items to be turned over to the Owner.

**1.3 SUBMITTALS**

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
  - 1. Provide the original paper edition of the Record Drawings.
  - 2. Provide electronic format Record Drawings as prepared by the Contractor. Format may be a scan of the completed and approved paper Record Drawings executed during the course of the Work.
    - a. Provide scans in ".PDF" format.
    - b. Submit electronic files on compact discs (CDs).
  - 3. Provide a completed copy of all other Record Documents, including but not limited to the following:
    - a. Specifications.
    - b. Addenda.
    - c. Change Orders.
    - d. Architects Supplemental Instructions.
    - e. Answered Requests For Information (RFIs).
- B. Complete set of approved Submittals. (Owner's Record Submittal Set.)
  - 1. Submit to the Owner 1 copy of the approved submittals, with an index and a log, at the final inspection.
- C. Operation and Maintenance Data:
  - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
  - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
  - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- D. Warranties and Bonds:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
  - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.

3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.
- E. Extra materials, tools, spare parts, maintenance products, and similar items:
  1. Ensure all items are clearly labeled, packaged, and quantified. Refer to Section 01 6000 Product Requirements.
  2. Deliver to location designated by Owner.

#### 1.4 LABEL ALL RECORD DOCUMENTS

- A. All Record Documents must be clearly, in bold face, labeled "RECORD DOCUMENT." Electronic/digital format documents must bear the label within each file.

### PART 2 PRODUCTS - NOT USED

### PART 3 EXECUTION

#### 3.1 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  1. Drawings.
  2. Specifications.
  3. Addenda.
  4. Change Orders and other modifications to the Contract.
  5. Reviewed shop drawings, product data, and samples.
  6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
  1. Record Documents shall be maintained on a daily basis and kept current.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  1. Manufacturer's name and product model and number.
  2. Product substitutions or alternates utilized.
  3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
  1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  3. Field changes of dimension and detail.
  4. Details not on original Contract drawings.
  5. Location of capped utilities.
- G. Electronic Format Record Drawings provided by Contractor: Legibly mark each item to record actual construction including:
  1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  3. Field changes of dimension and detail.
  4. Details not on original Contract drawings.
  5. Locations of capped utilities.

#### 3.2 RECORD SUBMITTAL SET

- A. Reviewed Submittals with Index and Log:
  1. Product Data.
  2. Shop Drawings.
  3. Samples for Selection.
  4. Samples for Verification.

- B. Submittals for Information with Index and Log:
  - 1. Design data.
  - 2. Certificates.
  - 3. Test reports.
  - 4. Inspection reports.
  - 5. Manufacturer's instructions.
  - 6. Manufacturer's field reports.
  - 7. Other types indicated.

### 3.3 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

### 3.4 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
  - 1. Product data, with catalog number, size, composition, and color and texture designations.
  - 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- F. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

### 3.5 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
  - 1. Description of unit or system, and component parts.
  - 2. Identify function, normal operating characteristics, and limiting conditions.
  - 3. Include performance curves, with engineering data and tests.
  - 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Include color coded wiring diagrams as installed.
- E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- G. Provide servicing and lubrication schedule, and list of lubricants required.
- H. Include manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by controls manufacturer.

- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Provide control diagrams by controls manufacturer as installed.
- L. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- M. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- N. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- O. Include test and balancing reports.
- P. Additional Requirements: As specified in individual product specification sections.

### 3.6 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- D. Prepare data in the form of an instructional manual.
- E. Binders: Commercial quality, 8-1/2 by 11 inch (216 by 280 mm) three D side ring binders with durable plastic covers; 2 inch (50 mm) maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- F. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- G. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- H. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- I. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- J. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- K. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- L. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
- M. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, 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 instructions, 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. Operating instructions.
    - e. Maintenance instructions for equipment and systems.
    - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
  - 3. Part 3: Project documents and certificates, including the following:
    - a. Shop drawings and product data.
    - b. Air and water balance reports.
    - c. Certificates.
    - d. Photocopies of warranties and bonds.
  - 4. Part 4: Video recordings:

- a. Provide DVD format video recording of all Training, Demonstration, and Instruction sessions.
  - b. Identify each session separately and include the information for each session as required by Section 01 7000 - Execution and Closeout Requirements.
- N. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.
- O. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect, Consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

### 3.7 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Manual: Bind in commercial quality 8-1/2 by 11 inch (216 by 279 mm) three D side ring binders with durable plastic covers.
- F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

### 3.8 EXTRA MATERIALS, TOOLS, SPARE PARTS, MAINTENANCE PRODUCT & SIMILAR ITEMS

- A. Deliver extra materials, tools, spare parts, maintenance products, and similar items to location(s) designated by Owner at the time of Substantial Completion.
- B. Ensure that all items are properly packaged, and clearly marked as described at Section 01 6000 - Product Requirements. Refer also to Section 01 7000 - Execution and Closeout Requirements.
- C. Prepare an inventory list of all items and provide multiple copies of this list. Use this as a checklist with the Owner when turning over to Owner's possession. Obtain Owners acknowledgement for receipt of all items.
- D. Remaining Materials: Extra materials of value, that remain after completion of associated work, become Owner's property. Dispose of these materials as directed by the Owner.

**END OF SECTION**



**SECTION 01 8113.13  
CODE-REQUIRED SUSTAINABLE DESIGN REQUIREMENTS**

**PART 1 GENERAL**

1.1 SECTION INCLUDES

- A. Energy Code-required inspections.
- B. Submittals.

1.2 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittal procedures, project meetings, progress schedules and documentation, reports, coordination.

1.3 DEFINITIONS

- A. Energy Code: IECC 2015 Edition.
- B. Building Code: IBC 2015 Edition, Chapter 17: Special Inspections and Tests.
- C. Authority Having Jurisdiction (AHJ): Agency or individual officially empowered to enforce the building, fire and life safety code requirements of the permitting jurisdiction in which the Project is located.

1.4 REFERENCE STANDARDS

- A. IECC 2015 - International Energy Conservation Code 2015 edition, as adopted by the City of Schertz, TX.
- B. IBC 2015 - International Building Code 2015 edition, as adopted by the City of Schertz, TX.

1.5 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Reports: After each inspection, the Contractor shall promptly submit two copies of report; one to Architect and one to the AHJ.
  - 1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of Inspector.
    - d. Date and time of inspection.
    - e. Location in the Project.
    - f. Type of inspection.
    - g. Results of inspection.
    - h. Conformance with Contract Documents.
    - i. Other information as required by the AHJ.
  - 2. Provide report in format as required by the AHJ.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

3.1 IECC 2015 Compliance

- A. The contractor shall coordinate with the code official for inspections or compliance letters required to satisfy Section C104 in the IECC.
- B. Inspections that may be required include the following:
  - 1. Footing and foundation insulation inspection:
    - a. Verify R-value, location, thickness, depth of burial and protection of insulation in accordance with the IECC and approved plans and specifications.
    - b. Framing and rough-in inspection:

- 1) Shall be performed before application of interior finish.
- 2) Verify compliance with the code as to types of insulation and corresponding R-values and their correct location and proper installation;
- 3) Verify fenestration properties (U-factor, SHGC and VT) and proper installation.

**CODE-REQUIRED SUSTAINABLE DESIGN REQUIREMENTS**

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- 4) Verify air leakage controls in accordance with the IECC and approved plans and specifications. Air leakage controls include, but may not be limited to the following:
  - 5) Air Barrier assembly.
  - 6) Fenestration.
  - 7) Sealed penetrations.
  - 8) Sealed junction of foundation and sill plate.
  - 9) Sealed space between window/door jambs and framing.
  - 10) Dampers at air intakes, exhaust openings, stairways and shafts. 11) Gaskets at recessed lights.
- c. Plumbing rough-in inspection:
  - 1) Verify compliance of types of insulation and corresponding R-values and protection in accordance with the IECC and approved plans and specifications.
  - 2) Verify required controls.
  - 3) Verify required heat traps.
- d. Mechanical rough-in inspection:
  - 1) Verify compliance of installed HVAC equipment type and size in accordance with the IECC and approved plans and specifications.
  - 2) Verify required controls, system insulation and corresponding R-value.
  - 3) Verify system and damper air leakage.
  - 4) Verify required energy recovery and economizers.
- e. Electrical rough-in inspection:
  - 1) Verify compliance of installed lighting systems, components and controls in accordance with the IECC and approved plans and specifications.
- f. Final inspection:
  - 1) Shall be completed before issuance of a Certificate of Substantial Completion.
  - 2) Verify the installation and proper operation of all required building controls.
  - 3) Document verifying activities associated with required building commissioning have been conducted and findings of noncompliance corrected.
  - 4) Provide documentation from building owner acknowledging that the building owner has received the Mechanical and Service Hot Water Preliminary Commissioning Report.
  - 5) Refer to Section 23 0995 for mechanical system commissioning requirements.
- g. Lighting system functional testing:
  - 1) Verify that the lighting system control hardware and software are calibrated, adjusted, programmed and in proper working condition in accordance with the IECC and the construction documents and manufacturer's instructions.



- 2) Provide documentation to the building owner within 90 days from the date of receipt of the certificate of occupancy that the installed lighting controls meet documented performance criteria of the IECC.
- h. Thermal Envelope Testing:
- 1) Test the building thermal envelope in accordance with ASTM E 779 at a pressure differential of 0.3 inch water gauge (75 Pa) or an equivalent method approved by the code official and deemed to comply with the provisions of the IECC. Tested air leakage rate of the building thermal envelope shall not be greater than 0.40 cfm/ft<sup>2</sup> (0.2 L/s · m<sup>2</sup>).

**END OF SECTION**

SECTION 01 9100 BUILDING SYSTEM COMMISSIONING

**PART 1 - GENERAL**

1.1 NOT USED