



**CITY OF LEON VALLEY  
BID #2020-06**

**COMMUNITY CENTER  
UPGRADES**

**CITY MANAGER  
KELLY KUENSTLER**

**DIRECTOR OF PUBLIC WORKS  
MELINDA MORITZ**

**ASSISTANT DIRECTOR OF PUBLIC WORKS  
DAVID DIMALINE**



*an Ardurra Company*

TBPE FIRM NO. F-366  
8918 Tesoro Drive, Suite 401  
San Antonio, Texas 78217  
Ph: (210) 822-2232 Fax: (210) 822-4032



Date: 08-10-20

DATE: 08/10/20



August 2020

# COMMUNITY CENTER UPGRADES

## Table of Contents

<b>SECTION 1 - BID ADVERTISEMENT .....</b>	<b>6</b>
<b>SECTION 2 - INSTRUCTIONS TO BIDDERS .....</b>	<b>7</b>
1 - DEFINED TERMS .....	7
2 - BIDDING DOCUMENTS REQUIRED .....	7
3 - QUALIFICATIONS OF BIDDERS .....	7
4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE.....	8
5 - PRE-BID CONFERENCE.....	9
6 - SITE AND OTHER AREAS .....	9
7 - INTERPRETATIONS AND ADDENDA.....	10
8 - BID SECURITY .....	10
9 - CONTRACT TIMES .....	10
10 - LIQUIDATED DAMAGES.....	10
11 - SUBSTITUTE AND "OR-EQUAL" ITEMS.....	11
12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS.....	11
13 - PREPARATION OF BID .....	11
14 - BASIS OF BID; EVALUATION OF BIDS.....	12
15 - SUBMITTAL OF BID .....	12
16 - MODIFICATION AND WITHDRAWAL OF BID.....	13
17 - OPENING OF BIDS .....	13
18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE.....	13
19 - AWARD OF CONTRACT.....	13
20 - CONTRACT SECURITY AND INSURANCE.....	14
21 - SIGNING OF AGREEMENT .....	14
22 - SALES AND USE TAXES .....	14
23 - RETAINAGE.....	14
24 - CONTRACTS TO BE ASSIGNED.....	14
25 - PARTNERING .....	14
<b>SECTION 3 SCOPE OF WORK .....</b>	<b>15</b>

<b>SECTION 4</b>	<b>PROJECT SPECIFICATIONS AND SPECIAL PROVISIONS .....</b>	<b>16</b>
<b>SECTION 5</b>	<b>GENERAL CONDITIONS .....</b>	<b>16</b>
1 -	DEFINITIONS.....	16
2 -	TERMINOLOGY .....	20
3 -	PRELIMINARY MATTERS.....	21
4 -	CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE.....	23
5 -	AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS .....	25
6 -	BONDS AND INSURANCE.....	28
7 -	CONTRACTOR’S RESPONSIBILITIES .....	34
8 -	OWNER’S RESPONSIBILITIES.....	43
9 -	OWNER’S STATUS DURING CONSTRUCTION .....	44
10 -	CHANGES IN THE WORK; CLAIMS .....	46
11 -	COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WOR.....	48
12 -	CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES.....	51
13 -	TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.....	52
14 -	PAYMENTS TO CONTRACTOR AND COMPLETION .....	56
15 -	SUSPENSION OF WORK AND TERMINATION .....	61
16 -	DISPUTE RESOLUTION .....	63
17 -	MISCELLANEOUS.....	64
<b>SECTION 6</b>	<b>SUPPLEMENTARY CONDITIONS .....</b>	<b>66</b>
1 -	DEFINITIONS & TERMINOLOGY .....	66
2 -	AVAILABILITY OF LANDS.....	66
3 -	SUBSURFACE AND PHYSICAL CONDITIONS .....	66
4 -	CERTIFICATES OF INSURANCE .....	66
5 -	STREET AND DRIVEWAY CLOSING .....	71
6 -	HAZARD COMMUNICATIONS PROGRAM .....	71
7 -	WATER FOR CONSTRUCTION .....	72
8 -	POWER FOR CONSTRUCTION .....	72
9 -	SANITARY PROVISIONS .....	72
<b>SECTION 7</b>	<b>WAGES AND COMPENSATION .....</b>	<b>73</b>
1 -	GENERAL STATEMENT.....	73
2 -	WAGE & HOUR OFFICE, PUBLIC WORKS, RESPONSIBILITIES.....	73
3 -	CLAIMS & DISPUTES PERTAINING TO WAGE RATES.....	74
4 -	BREACH OF WAGE & LABOR STANDARDS PROVISIONS .....	74

5 - EMPLOYMENT OF LABORERS/MECHANICS NOT LISTED IN WAGE DETERMINATION DECISION ...	74
6 - OVERTIME COMPENSATION ON NON-FEDERALLY FUNDED PROJECTS .....	74
7 - PAYMENT OF CASH EQUIVALENT FRINGE BENEFITS .....	75
8 - WORK CONDUCTED ON HOLIDAYS – NON-FEDERALLY FUNDED PROJECTS.....	75
9 - UNDERPAYMENT OF WAGES OR SALARIES .....	76
10 - POSTING WAGE DETERMINATION DECISIONS AND NOTICE TO LABORERS’ / MECHANICS’ STATEMENTS.....	77
11 - PAYROLLS & BASIC PAYROLL RECORDS .....	78
12 - LABOR DISPUTES .....	78
13 - COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES .....	79
14 - “ANTI-KICKBACK” PROVISION .....	79
15 - “FALSE INFORMATION” .....	79
16 - JOB SITE CONDITIONS .....	79
17 - EMPLOYMENT OF CERTAIN PERSONS PROHIBITED.....	79
18 - PROVISIONS TO BE INCLUDED IN SUBCONTRACTS .....	80
19 - GENERAL INDEPENDENT CONTRACTOR CLAUSE.....	80
20 - HOT GOODS CLAUSE .....	80
21 - PROTECTION OF LIVES AND HEALTH .....	81
22 - ANTI-DISCRIMINATION IN EMPLOYMENT .....	81
<b>SECTION 8 OTHER CONDITIONS .....</b>	<b>82</b>
1 - MATERIAL SUBMITTAL.....	82
2 - SCHEDULE OF WORK.....	82
3 - SEQUENCE OF WORK .....	82
4 - NOTIFICATION .....	82
5 - STREET CLOSING .....	82
6 - BARRICADES AND FLAGMEN .....	82
7 - WATER FOR CONSTRUCTION.....	83
8 - BID QUANTITIES .....	83
9 - UTILITY AND SIGN ADJUSTMENT .....	83
10 - WATER VALVE COVERS, MANHOLES, AND STREET REFLECTORS.....	83
11 - INSPECTION.....	83
12 - DAMAGE TO EXISTING STREETS.....	83
13 - CONDITION OF THE SITE.....	84
14 - PROTECTION OF WORK, PROPERTY AND PERSONS .....	84

15 - CARE AND PROTECTION OF PROPERTY .....	84
16 - PROTECTION OF LIVES AND HEALTH .....	85
17 - PROJECT CONSTRUCTION SITE.....	85
ATTACHMENT A PREVAILING WAGES .....	86
ATTACHMENT B BID FORM .....	87
ATTACHMENT C BID BOND .....	112
ATTACHMENT D STANDARD FORM OF AGREEMENT .....	115
ATTACHMENT E NOTICE TO PROCEED .....	122
ATTACHMENT F PERFORMANCE BOND .....	123
ATTACHMENT G PAYMENT BOND .....	127
ATTACHMENT H CONTRACTOR'S DISCLOSURE STATEMENT .....	130
ATTACHMENT I TERMS & CONDITIONS .....	132
ATTACHMENT J HAZARD COMMUNICATIONS.....	138
ATTACHMENT K CONFLICT OF INTEREST QUESTIONNAIRE .....	139
ATTACHMENT L FORM 1295 - TEXAS ETHICS COMMISSION.....	134
ATTACHMENT M TECHNICAL SPECIFICATION.....	135

**CHECK LIST OF ITEMS TO SUBMIT WITH BID**

- Addenda (if any)
- Bid Bond
- Bid Form
- Contractor's Disclosure Statement
- Conflict of Interest Questionnaire
- Proof of Insurance including WC

## SECTION 1 - BID ADVERTISEMENT

ADVERTISEMENT FOR **Bid #2020-06 COMMUNITY CENTER UPGRADES** for the City of Leon Valley. The Base Bid construction estimate is: \$285,000.00.

Sealed bids will be received until **September 1, 2020 at 2:00 p.m.** by the Purchasing Agent of the City of Leon Valley, Texas, 6400 El Verde, Leon Valley, TX 78238. Bids will be publicly opened and read aloud at **2:00 p.m.** in the City Council Chamber of the City Hall located at 6400 El Verde, Leon Valley, TX 78238.

Specifications are free and only available electronically. Please visit the City of Leon Valley website at [www.leonvalleytexas.gov/government/finance/purchasing.php](http://www.leonvalleytexas.gov/government/finance/purchasing.php) or Public Purchase at [www.publicpurchase.com](http://www.publicpurchase.com). There will be a non-mandatory pre-bid meeting held at City Hall located at 6400 El Verde **August 26, 2020 at 10:00 a.m.** Temperatures will be taken, masks or other face coverings must be worn, and social distancing will be enforced to prevent the spread of Covid-19.

Bidders must use the bid form provided in the specifications and submit bid in a sealed envelope. The outside of the envelope must be clearly endorsed "**Bid #2020-06 COMMUNITY CENTER UPGRADES**". Each bid shall be accompanied by a bid guarantee in the form of a certified check, cashier's check, or bid bond in the amount of five percent (5%) of the total bid price. Any bid received after closing time will be rejected and returned unopened.

Attention is called to the fact that, pursuant to V.T.C.S. Art. 5159a, not less than the local prevailing wage rate derived from Leon Valley Ordinance #16-005 included herein, must be paid on this locally funded project.

The successful bidder will be required to furnish a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Payment Bond.

The City of Leon Valley reserves the right to reject any and all bids, to award the bid to the lowest responsible bidder or to the bidder who provides the best value to the City, and to waive any informality or technicality in the bid. The City agrees to take action within sixty (60) days after the bid opening.

## SECTION 2 - INSTRUCTIONS TO BIDDERS

### 1 - DEFINED TERMS

1.1 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

- A. Bidder--The individual or entity who submits a Bid directly to OWNER.
- B. Issuing Office--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- C. Successful Bidder--The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.
- D. Owner - City of Leon Valley
- E. Engineer – LNV, LLC.

### 2 - BIDDING DOCUMENTS REQUIRED

2.1 Complete Bidding Documents are available electronically only and may be downloaded online at [www.leonvalleytexas.gov/government/finance/purchasing.php](http://www.leonvalleytexas.gov/government/finance/purchasing.php) or Public Purchase at [www.publicpurchase.com](http://www.publicpurchase.com).

2.2 Complete sets of Bidding Documents must be used in preparing Bids; OWNER assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 OWNER, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

### 3 - QUALIFICATIONS OF BIDDERS

3.1 To demonstrate Bidder's qualifications to perform the Work, within five days of OWNER's request Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below:

- A. Name, address and telephone number of the bonding company, authorized to do business in the State of Texas, which would furnish Payment and Performance Bonds in the amount of your bid;
- B. Name, address and telephone number of the insurance company, authorized to do business in the State of Texas, which would furnish Certificate(s) of Insurance per the requirements in the Other Conditions and General Conditions.
- C. If CONTRACTOR plans to utilize subcontractors for this project, also furnish all of the requested information on the subcontractor's firm(s).
- D. CONTRACTOR shall complete and submit with his bid, CONTRACTOR'S Disclosure Statement, which form is included in this document.

E. CONTRACTOR shall submit with his bid, a copy of his Worker's Compensation insurance certificate.

#### 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

##### 4.1 Subsurface and Physical Conditions

A. There are no reports of explorations and test of subsurface conditions for this project.

##### 4.2 Underground Facilities

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to OWNER by owners of such Underground Facilities, including OWNER, or others.

##### 4.3 Hazardous Environmental Condition

A. There are no reports or drawings relating to a Hazardous Environmental Condition identified at the Site.

4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work.

4.5 Reference is made to the identification of the general nature of other work that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, OWNER will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.6 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;

D. obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or

performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

E. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

F. become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;

G. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

H. promptly give OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by OWNER is acceptable to Bidder; and

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given OWNER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by OWNER are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

## 5 - PRE-BID CONFERENCE

5.1 There will be a non-mandatory pre-bid meeting held at the City of Leon Valley City Hall located at 6400 El Verde **August 26, 2020 at 10:00 a.m.** Temperatures will be taken, masks or other face coverings must be worn, and social distancing will be enforced to prevent the spread of Covid-19.

## 6 - SITE AND OTHER AREAS

6.1 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR.

## 7 - INTERPRETATIONS AND ADDENDA

7.1 All questions about the meaning or intent of the Bidding Documents are to be submitted to ENGINEER via email with **“BID #2020-06 COMMUNITY CENTER UPGRADES”** placed in the subject line to Byron Sanderfer, LNV, LLC. at [BSANDERFER@LNVINC.COM](mailto:BSANDERFER@LNVINC.COM). Once an email is received by the ENGINEER, a received response will be emailed back to the sender. It is the sender’s responsibility to verify receipt of email. Interpretations or clarifications considered necessary by OWNER in response to such questions will be issued as an Addendum and posted on the City of Leon Valley website at: [www.leonvalleytexas.gov/government/finance/purchasing.php](http://www.leonvalleytexas.gov/government/finance/purchasing.php) and on Public Purchase at [www.publicpurchase.com](http://www.publicpurchase.com). Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. For questions unrelated to meaning or intent, you may call Melinda Moritz, Director of Public Works at (210) 681-1232, ext. 203.

7.2 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER.

## 8 - BID SECURITY

8.1 A Bid must be accompanied by Bid security made payable to OWNER in an amount of 5% of Bidder’s maximum Bid price and in the form of a certified check, a cashier’s check, or a Bid Bond issued by a surety meeting the requirements set forth herewith.

8.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.3 Within seven days from the date the bid is awarded by City Council, bid securities in the form of a Certified Check or a Cashier’s Check of non-successful Bidders will be returned.

## 9 - CONTRACT TIMES

9.1 The number of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Agreement.

## 10 - LIQUIDATED DAMAGES

10.1 Provisions for liquidated damages, if any, are set forth in the Agreement (Section 6.3 of Performance Bond).

## 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

11.1 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to OWNER, application for such acceptance will not be considered by OWNER until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by OWNER is set forth in the General Conditions and may be supplemented in the General Requirements.

## 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.1 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to OWNER a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by OWNER. If OWNER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.2 If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which OWNER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER subject to revocation of such acceptance after the Effective Date of the Agreement.

12.3 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

## 13 - PREPARATION OF BID

13.1 The Bid form is included with the Bidding Documents.

13.2 All blanks on the Bid form shall be completed by clearly printing in ink or by typewriter and the Bid signed.

13.3 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.4 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

13.5 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

13.6 A Bid by an individual shall show the Bidder's name and official address.

13.7 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.

13.8 All names shall be typed or clearly printed in ink below the signatures.

13.9 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.

13.10 The address, telephone number, and email address for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number for the state of the Project, if any, shall also be shown on the Bid form.

#### 14 - BASIS OF BID; EVALUATION OF BIDS

##### 14.1 Lump Sum

A. Bidders shall submit a Lump Sum price for the total project per plans and specifications.

B. Discrepancies between words and figures will be resolved in favor of the words.

14.2 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents.

#### 15 - SUBMITTAL OF BID

15.1 Each prospective Bidder will be furnished with one copy of the Bidding Documents.

15.2 For consideration, a Bid shall be submitted no later than the date and time prescribed and at the place indicated in the bid advertisement and shall be enclosed in an opaque sealed envelope plainly marked with "**BID #2020-06 COMMUNITY CENTER UPGRADES**", the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "**BID ENCLOSED**". A mailed Bid shall be addressed to:

City of Leon Valley  
Office of the Public Works  
6400 El Verde  
Leon Valley, TX 78238

16 - MODIFICATION AND WITHDRAWAL OF BID

16.1 Once a Bid is submitted, it may be withdrawn or retrieved for the purpose of modification prior to the deadline date and time. If a Bid is retrieved for modification, it is the Bidders responsibility to make sure the bid is properly sealed and labeled and resubmitted prior to the deadline.

16.2 If within 24 hours after Bids are opened any Bidder provides a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

17 - OPENING OF BIDS

17.1 Bids will be opened at the time and place indicated in the advertisement or invitation to Bid and, unless obviously non-responsive, read aloud publicly.

18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.1 All Bids will remain subject to acceptance for the period of time stated in the Bid form.

19 - AWARD OF CONTRACT

19.1 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER may also reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.2 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.3 In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.4 In evaluating Bidders, OWNER will consider the qualifications of Bidders and the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted.

19.5 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.6 City Council will either reject any or all bid or award the contract to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.

## 20 - CONTRACT SECURITY AND INSURANCE

20.1 When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by such Bonds and certificates of insurance.

## 21 - SIGNING OF AGREEMENT

21.1 When OWNER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER. Within ten days thereafter, OWNER shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

## 22 - SALES AND USE TAXES

22.1 The City is an exempt entity for the purpose of sale tax.

A. The purchase of tangible personal property or a taxable service for this project is exempt from sales tax to the extent allowed by Title 34, Texas Administration Code §3.291.

B. Bidders must include all applicable taxes in their cost of their work.

C. Exemption notice will be provided upon request.

## 23 - RETAINAGE

23.1 Provisions concerning CONTRACTOR's rights to deposit securities in lieu of retainage are set forth in the Agreement.

## 24 - CONTRACTS TO BE ASSIGNED

24.1 Bidders may examine the documents for these contracts at the Issuing Office.

## 25 - PARTNERING

25.1 OWNER does not intend to participate in a partnering process with CONTRACTOR.

## SECTION 3 SCOPE OF WORK

### 1. Description of Work

#### 1.1. BID #2020-06 COMMUNITY CENTER UPGRADES

1.2. **Base Bid:** Replace existing flooring & millwork in Kitchen 101, Hall 102, Men 105 & Women 106. Demolish existing stair entrance vestibule. Re-paint interior and exterior metal doors. Provide power and data drops for new ceiling mounted projector and powered projection screen. Upgrade the existing Men's and Women's restrooms. Upgrade existing Kitchen to full commercial type with new countertops and commercial equipment (commercial kitchen equipment provided by owner & installed by contractor, with exception of vent hood). Provide & install new commercial vent hood & mechanical support. Install new grease trap. Replace existing lighting with new LED light fixtures in Kitchen 101, Hall 102, Men 105 & Women 106. Provide all required plumbing & electrical work in Kitchen 101, Hall 102, Men 105 & Women 106. Construct new concrete ramp @ Hall 102.

#### 1.3. **Alternate #1 Bid:** (Exterior Work)

Trim back trees away from building. Replace 40 linear feet of roof flashing. Replace 850 square feet of stucco @ existing storage addition. Replace 8 downspouts & install 8 new splash blocks. Pressure wash and paint existing stucco. Replace 6 wall mounted security light fixtures.

#### 1.4. **Alternate #2 Bid:** (Interior Work)

Install 5, 322 square feet of new Ballroom Flooring. Prepare existing concrete Ballroom floor for new Vinyl Plank flooring as specified in Section 09 65 19.23 Vinyl Tile Flooring. Paint existing walls in Ballroom. Add approximately 53 feet of wood chair railing in Ballroom. Replace existing lighting with new lighting in Ballroom 100, Mech/Elec 107 & Storage 108. Replace damaged acoustical ceiling tiles in Ballroom.

## **SECTION 4 PROJECT SPECIFICATIONS AND SPECIAL PROVISIONS**

1. Unless otherwise noted, modified by this section, or directed by the ENGINEER, all materials and methods of construction shall be in accordance plans, specifications and associated special provisions.
2. Special Specification  
Add Item **Technical Specification, Section TS** included in **ATTACHMENT M**
3. All materials salvaged by operations shall become the property of the contractor. Reuse for subsequent items in this contract will require the prior approval of the Engineer.
4. Unless specifically identified with a pay item, removal of existing materials shall be considered unclassified excavation and subsidiary to completion of the project.
5. All questions received in accordance with the email provisions (Instructions to Bidders, 7.1) by 12:00 pm the day prior to the Pre-Bid Conference will be addressed at the conference. An addendum will be issued subsequent to the Pre-Bid Conference that will address these and other questions that arise at the conference.

## **SECTION 5 GENERAL CONDITIONS**

### **1 - DEFINITIONS**

Defined Terms – Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

- A. Addenda--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.
- B. Agreement--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.
- C. Application for Payment--The form acceptable to OWNER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
- D. Asbestos--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
- E. Bid--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

- F. Bidding Documents--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
- G. Bidding Requirements--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.
- H. Bonds--Performance and payment bonds and other instruments of security.
- I. Change Order--A document recommended by OWNER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
- J. Claim--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
- K. Contract--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
- L. Contract Documents--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and OWNER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.
- M. Contract Price--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement.
- N. Contract Times--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by OWNER's approval of final payment.
- O. CONTRACTOR--The individual or entity with whom OWNER has entered into the Agreement.
- P. Drawings--That part of the Contract Documents prepared or approved by OWNER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

Q. Effective Date of the Agreement--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

R. OWNER's Consultant--An individual or entity having a contract with OWNER to furnish services as OWNER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

S. Field Order--A written order issued by OWNER which requires minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Times.

T. Hazardous Environmental Condition--The presence at the Site of Asbestos, PCBs, Petroleum,

U. Hazardous Waste or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

V. Hazardous Waste--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

W. Laws and Regulations; Laws or Regulations-- Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

X. Liens--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

Y. Milestone--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

Z. Notice of Award--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

AA. Notice to Proceed--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

BB. OWNER--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

CC. Partial Utilization--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

DD. PCBs--Polychlorinated biphenyls.

EE. Petroleum-- Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

FF. Project--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

GG. Project Manual--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

HH. Radioactive Material--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

II. Resident Project Representative--The authorized representative of OWNER who may be assigned to the Site or any part thereof.

JJ. Samples--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

KK. Shop Drawings--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

LL. Site--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

MM. Specifications--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

NN. Subcontractor--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

OO. Substantial Completion--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of OWNER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

PP. Supplementary Conditions--That part of the Contract Documents which amends or supplements these General Conditions.

QQ. Supplier--A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

RR. Underground Facilities--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

SS. Unit Price Work--Work to be paid for on the basis of unit prices.

TT. Work--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

UU. Work Change Directive--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

VV. Written Amendment--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

## 2 - TERMINOLOGY

### A. Intent of Certain Terms or Adjectives

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of OWNER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating

otherwise). The use of any such term or adjective shall not be effective to assign to OWNER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of the Contract Documents.

B. Day -- The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. Defective -- The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to OWNER's approval of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion.

D. Furnish, Install, Perform, Provide

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

### 3 - PRELIMINARY MATTERS

#### 3.1 Delivery of Bonds

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

#### 3.2 Copies of Documents

A. OWNER shall furnish to CONTRACTOR up to two copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

#### 3.3 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

### 3.4 Starting the Work

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

### 3.5 Before Starting Construction

A. CONTRACTOR's Review of Contract Documents: Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to OWNER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from OWNER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. Preliminary Schedules: Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to OWNER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and
3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

C. Evidence of Insurance: Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain.

D. The CONTRACTOR shall be responsible for the notifying all property owners within and adjacent to the project twenty-four (24) hours prior to commencing construction operations. Said notice shall be in writing and in a form acceptable to the OWNER.

E. Prior to the start of the project, the CONTRACTOR shall identify to the OWNER, any tree limbs which overly and interfere with the work. Said limbs are to be removed by the OWNER.

### 3.6 Preconstruction Conference

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, OWNER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules, procedures, processing Applications for Payment, and maintaining required records.

### 3.7 Initial Acceptance of Schedules

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, OWNER, and others as appropriate will be held to review for acceptability to OWNER as provided below the schedules submitted. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to OWNER.

1. The progress schedule will be acceptable to OWNER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on OWNER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of values will be acceptable to OWNER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

## 4 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

### 4.1 Intent

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by OWNER.

#### 4.2 Reference Standards

##### A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER or CONTRACTOR, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, or any of OWNER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

#### 4.3 Reporting and Resolving Discrepancies

##### A. Reporting Discrepancies

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to OWNER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency) until an amendment or supplement to the Contract Documents has been issued; provided, however, that CONTRACTOR shall not be liable to OWNER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

##### B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between or the provisions of the Contract Documents and:

- a. the provisions of any Laws or Regulations

b. the provisions of any standard, specification, applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

#### 4.4 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) OWNER's approval of a Shop Drawing or Sample; or (iii) OWNER's written interpretation or clarification.

#### 4.5 Reuse of Documents

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER:

1. shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of OWNER or OWNER's Consultant, including electronic media editions; and

2. shall not reuse any of such Drawings, Specifications, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and specific written verification or adaption by OWNER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

### 5 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS

#### 5.1 Availability of Lands

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim.

B. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

C. The CONTRACTOR shall not, except after written consent from proper parties, enter or occupy with men, tools, materials or equipment, any privately-owned land except on easements provided herein.

## 5.2 Subsurface and Physical Conditions

A. In the preparation of Drawings and Specifications, Owner relied upon the following report of explorations and tests of the subsurface conditions at the site: **NONE**.

B. Notice: If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify OWNER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

C. OWNER's Review: After receipt of written notice, OWNER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise CONTRACTOR in writing of OWNER's findings and conclusions.

D. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for performance of the Work.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of

Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the required time.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made. However, OWNER and OWNER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

#### 5.4 Hazardous Environmental Conditions at Site

A. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

B. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency); and (iii) notify OWNER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with OWNER'S Consultants concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

C. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim.

D. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others.

E. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, OWNER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work; and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

F. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, OWNER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

#### 5.5 Damage to Existing Streets

A. The asphalt pavement, curbs and existing sidewalks adjacent to the work area are considered to be in good to excellent condition prior to the start of the project.

B. Any scars, nicks, gasoline, oil, etc., or other defacement or damage to the existing streets, curbs, or sidewalks will be the responsibility of the CONTRACTOR to repair. Before beginning the job, the CONTRACTOR may point out and note to the inspector any specific areas that are already damaged. Thereafter, the CONTRACTOR will not be held responsible for repairs to these areas.

## 6 - BONDS AND INSURANCE

## 6.1 Performance, Payment, and Other Bonds

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements.

## 6.2 Licensed Sureties and Insurers

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

## 6.3 Certificates of Insurance

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

## 6.4 CONTRACTOR's Liability Insurance

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other

obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
  2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
  3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
  4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;
  5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
  6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance so required to be purchased and maintained shall:
1. with respect to insurance required, include as additional insured (subject to any customary exclusion in respect of professional liability) OWNER, OWNER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insured, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insured, and the insurance afforded to these additional insured shall provide primary coverage for all claims covered thereby;
  2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
  3. include completed operations insurance;
  4. include contractual liability insurance covering CONTRACTOR's indemnity obligations;
  5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a

certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

#### 6.5 OWNER's Liability Insurance

A. In addition to the insurance required to be provided by CONTRACTOR, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

#### 6.6 Property Insurance

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, OWNER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by OWNER;
  5. allow for partial utilization of the Work by OWNER;
  6. include testing and startup; and be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER and CONTRACTOR with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.
- B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, OWNER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions.
- D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

#### 6.7 Waiver of Rights

- A. OWNER and CONTRACTOR intend that all policies purchased will protect OWNER, CONTRACTOR, Subcontractors, OWNER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or

damage the insurers will have no rights of recovery against any of the insured or additional insured thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, OWNER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, OWNER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and
2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization, after Substantial Completion, or after final payment.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, or OWNER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

## 6.8 Receipt and Application of Insurance Proceeds

A. Any insured loss under the policies of insurance required will be adjusted with OWNER and made payable to OWNER as fiduciary for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers

in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

#### 6.9 Acceptance of Bonds and Insurance; Option to Replace

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested). OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

#### 6.10 Partial Utilization, Acknowledgment of Property Insurer

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

#### 6.11 Warranty

The Contractor shall warrant the work performed against defect in materials and workmanship for a period of one year after acceptance by the Owner. Warranty work will be performed by the Contractor within a reasonable time of notice given by the Owner. Owner reserves the right to make repairs at the Contractor's expense upon the failure of the Contractor to respond promptly. Repairs under the warranty will carry an additional 90-day warranty period. The Warranty period shall commence at the time the City has made final acceptance of the work done by the Contractor. The City will assume responsibilities for damage to the facility caused by misuse and vandalism after final acceptance.

### 7 - CONTRACTOR'S RESPONSIBILITIES

#### 7.1 Supervision and Superintendence

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the

Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

## 7.2 Labor; Working Hours

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to OWNER.

## 7.3 Services, Materials, and Equipment

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by OWNER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

## 7.4 Progress Schedule

A. CONTRACTOR shall adhere to the progress schedule established as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to OWNER for acceptance proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements. Such adjustments may only be made by a Change Order or Written Amendment.

## 7.5 Substitutes and “Or-Equals”

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to OWNER for review under the circumstances described below.

1. “Or-Equal” Items: If in OWNER’s sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by OWNER as an “or-equal” item, in which case review and approval of the proposed item may, in OWNER’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. A proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment OWNER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

### 2. Substitute Items

a. If in OWNER’s sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an “or-equal” item, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow OWNER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed

substitute items of material or equipment will not be accepted by OWNER from anyone other than CONTRACTOR.

c. The procedure for review by OWNER will be as set forth as supplemented in the General Requirements and as OWNER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to OWNER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by OWNER in evaluating the proposed substitute item. OWNER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by OWNER. CONTRACTOR shall submit sufficient information to allow OWNER, in OWNER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents.

C. Owner's Evaluation: OWNER will be allowed a reasonable time within which to evaluate each proposal or submittal made. OWNER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until OWNER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." OWNER will advise CONTRACTOR in writing of any negative determination.

D. Special Guarantee: OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. CONTRACTOR's Expense: CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

#### 7.6 Concerning Subcontractors, Suppliers, and Others

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued, or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with OWNER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, OWNER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

#### 7.7 Laws and Regulations

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, OWNER shall not be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made.

#### 7.8 Taxes

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 7.9 Use of Site and Other Areas

## A. Limitation on Use of Site and Other Areas

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, OWNER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

## 7.10 Record Documents

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to OWNER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to OWNER.

## 7.11 Safety and Protection

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or OWNER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and OWNER has issued a notice to OWNER and CONTRACTOR that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### 7.12 Safety Representative

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 7.13 Hazard Communication Programs

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 7.14 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give OWNER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If OWNER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 7.15 Continuing the Work

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted or as OWNER and CONTRACTOR may otherwise agree in writing.

#### 7.16 CONTRACTOR's General Warranty and Guarantee

A. CONTRACTOR warrants and guarantees to OWNER, and OWNER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective for a 12-month period beginning on the date of the final payment. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or
2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by OWNER;
2. recommendation by OWNER or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by OWNER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;
5. any acceptance by OWNER or any failure to do so;
6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a Notice of Acceptability by OWNER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

#### 7.17 Indemnification

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

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

### 8 - OWNER'S RESPONSIBILITIES

#### 8.1 Communications to Contractor

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR directly.

#### 8.2 Furnish Data

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

#### 8.3 Pay Promptly When Due

A. OWNER shall make payments to CONTRACTOR within thirty (30) days of receipt of an application for payment.

#### 8.4 Insurance

A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance.

#### 8.5 Change Orders

A. OWNER is obligated to execute Change Orders.

#### 8.6 Inspections, Tests, and Approvals

A. OWNER's responsibility in respect to certain inspections, tests, and approvals.

#### 8.7 Undisclosed Hazardous Environmental Condition

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition.

#### 8.8 Evidence of Financial Arrangements

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

### 9 - OWNER'S STATUS DURING CONSTRUCTION

#### 9.1 Visits to Site

A. OWNER will make visits to the Site at intervals appropriate to the various stages of construction as OWNER deems necessary in order to observe the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. based on information obtained during such visits and observations, OWNER will determine, in general, if the Work is proceeding in accordance with the Contract Documents. OWNER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. OWNER's efforts will be directed toward providing a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, OWNER will keep informed of the progress of the Work and will endeavor to guard themselves against defective Work.

B. OWNER's visits and observations are subject to all the limitations on OWNER's authority and responsibility, and particularly, but without limitation, during or as a result of OWNER's visits or observations of CONTRACTOR's Work OWNER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

#### 9.2 Project Representative

A. OWNER will furnish a Project Manager to assist OWNER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Project Manager and assistants will be in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not OWNER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

#### 9.3 Clarifications and Interpretations

A. OWNER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as OWNER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made.

#### 9.4 Authorized Variations in Work

A. OWNER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made.

#### 9.5 Rejecting Defective Work

A. OWNER will have authority to disapprove or reject Work which OWNER believes to be defective, or that OWNER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. OWNER will also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

#### 9.6 Determinations for Unit Price Work

A. OWNER will determine the approximate quantities and classifications of Unit Price Work performed by CONTRACTOR. OWNER will review with CONTRACTOR the OWNER's preliminary determinations on such matter. It will be CONTRACTOR's responsibility to visit the sites and become familiar with the existing conditions and the scope of the project work; verify quantities and become familiar with the surrounding conditions that may affect the cost.

#### 9.7 Decisions on Requirements of Contract Documents and Acceptability of Work

A. OWNER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to OWNER in writing, a request for a formal decision.

B. When functioning as interpreter and judge, OWNER or OWNER's Consultant will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by OWNER with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

#### 9.8 Limitations on OWNER's Authority and Responsibilities

A. Neither OWNER's authority or responsibility under this or under any other provision of the Contract Documents nor any decision made by OWNER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by OWNER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by OWNER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. OWNER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. OWNER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. OWNER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth shall also apply to OWNER's Consultants, Resident Project Representative, and assistants.

### 10 - CHANGES IN THE WORK; CLAIMS

#### 10.1 Authorized Changes in the Work

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the

applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made.

## 10.2 Unauthorized Changes in the Work

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented, except in the case of an emergency or in the case of uncovering Work.

## 10.3 Execution of Change Orders

A. OWNER and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER, (ii) required because of acceptance of defective Work or OWNER's correction of defective Work, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by OWNER; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule.

## 10.4 Notification to Surety

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

## 10.5 Claims and Disputes

A. Notice: Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to OWNER's Consultant and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the OWNER's Consultant and the other party to the Contract within 60 days after the start of

such event (unless OWNER'S Consultant allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to OWNER'S Consultant and the claimant within 30 days after receipt of the claimant's last submittal (unless OWNER allows additional time).

B. OWNER'S Consultant's decision: OWNER'S Consultant will render a formal decision within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. OWNER'S Consultant's written decision on such claim, dispute or other matter will be final and binding on the OWNER and CONTRACTOR unless:

1. An appeal from OWNER'S decision is taken within the time limits and in accordance with the dispute resolution procedures, a written notice of intent to appeal from OWNER'S written decision is delivered by OWNER or CONTRACTOR to the other and to OWNER'S Consultant within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If Owner's Consultant does not render a formal decision in writing within the time stated, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted.

## 11- COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WOR

### 11.1 Cost of the Work

A. Costs Included: The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly.

C. CONTRACTOR's Fee: When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to OWNER an itemized cost breakdown together with supporting data.

## 11.2 Cash Allowances

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by OWNER to significantly deviate from the estimated quantity of such item indicated in the Agreement; and

1. there is no corresponding adjustment with respect any other item of Work; and

2. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

## 11.3 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by CONTRACTOR.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### 12.1 Change of Contract Price

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the OWNER and the other party to the Contract in accordance with the provisions.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions); or
2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit; or
3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached, on the basis of the Cost of the Work (determined as provided) plus a CONTRACTOR's fee for overhead and profit (determined as provided).

#### 12.2 Delays Beyond CONTRACTOR's Control

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work, fires, floods, epidemics, abnormal weather conditions, or acts of God.

### 12.3 Delays Within CONTRACTOR's Control

A. The Contract Times will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

### 12.4 Delays Beyond OWNER's and CONTRACTOR's Control

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

### 12.5 Delay Damages

A. In no event shall OWNER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or
2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work.

B. Nothing bars a change in Contract Price to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible

## 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

### 13.1 Notice of Defects

A. Prompt notice of all defective Work of which OWNER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided.

### 13.2 Access to Work

A. OWNER, OWNER's Consultants, or other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

### 13.3 Tests and Inspections

A. CONTRACTOR shall give OWNER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered;
2. that costs incurred in connection with tests or inspections conducted shall be paid as provided; and
3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish OWNER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of OWNER, it must, if requested by OWNER, be uncovered for observation.

F. Uncovering Work shall be at CONTRACTOR's expense unless CONTRACTOR has given OWNER timely notice of CONTRACTOR's intention to cover the same and OWNER has not acted with reasonable promptness in response to such notice.

#### 13.4 Uncovering Work

A. If any Work is covered contrary to the written request of OWNER, it must, if requested by OWNER, be uncovered for OWNER's observation and replaced at CONTRACTOR's expense.

B. If OWNER considers it necessary or advisable that covered Work be observed by OWNER or inspected or tested by others, CONTRACTOR, at OWNER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as OWNER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim.

### 13.5 OWNER May Stop the Work

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

### 13.6 Correction or Removal of Defective Work

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

### 13.7 Correction Period

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and

damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations are in addition to any other obligation or warranty. The provisions shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

### 13.8 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by OWNER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to OWNER's approval of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

### 13.9 OWNER May Correct Defective Work

A. If CONTRACTOR fails within a reasonable time after written notice from OWNER to correct defective Work or to remove and replace rejected Work as required by OWNER, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and OWNER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies.

## 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

### 14.1 Schedule of Values

A. The schedule of values established as provided will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to OWNER. Progress payments on account of Unit Price Work will be based on the number of units completed.

### 14.2 Progress Payments

#### A. Applications for Payments

1. At least seven (7) days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to OWNER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and

equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

#### B. Review of Applications

1. OWNER will, within five (5) days after receipt of each Application for Payment, either indicate in writing an approval of payment or return the Application to CONTRACTOR indicating in writing OWNER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. OWNER's approval of any payment requested in an Application for Payment will be based on OWNER's observations on the Site of the executed Work and on OWNER's review of the Application for Payment and the accompanying data and schedules, that to the best of OWNER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is OWNER's responsibility to observe the Work.

3. By recommending any such payment OWNER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to OWNER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither OWNER's review of CONTRACTOR's Work for the purposes of approving payments nor OWNER's approval of any payment, including final payment, will impose responsibility on OWNER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures

of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on OWNER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. OWNER may refuse to recommend the whole or any part of any payment if, in OWNER's opinion, it would be incorrect to make the representations. OWNER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in OWNER's opinion to protect OWNER from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Written Amendment or Change Orders;
- c. OWNER has been required to correct defective Work or complete Work; or
- d. OWNER has actual knowledge of the occurrence of any of the events enumerated.

C. Payment Becomes Due

1. Within thirty days (30) after presentation of the Application for Payment to OWNER with OWNER's approval, the amount recommended will (subject to the provisions) become due, and when due will be paid by OWNER to CONTRACTOR.

D. Reduction in Payment

1. OWNER may refuse to make payment of the full amount because:

- a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling OWNER to a set-off against the amount recommended; or
- d. OWNER has actual knowledge of the occurrence of any of the events enumerated.

2. If OWNER refuses to make payment of the full amount, OWNER must give CONTRACTOR immediate written notice stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.
3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due.

#### 14.3 CONTRACTOR's Warranty of Title

- A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

#### 14.4 Substantial Completion

- A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that OWNER issue a certificate of Substantial Completion. Promptly thereafter, OWNER and CONTRACTOR shall make an inspection of the Work to determine the status of completion. If OWNER does not consider the Work substantially complete, OWNER will notify CONTRACTOR in writing giving the reasons therefor. If OWNER considers the Work substantially complete, OWNER will prepare a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. If OWNER concludes that the Work is not substantially complete, OWNER will notify CONTRACTOR in writing, stating the reasons therefore. At the time of delivery of the tentative certificate of Substantial Completion OWNER will deliver to CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing, aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

- B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

#### 14.5 Partial Utilization

- A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of

the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER that such part of the Work is substantially complete and request OWNER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request OWNER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER and CONTRACTOR shall make an inspection of that part of the Work to determine its status of completion. If OWNER does not consider that part of the Work to be substantially complete, OWNER will notify CONTRACTOR in writing giving the reasons therefor. If OWNER considers that part of the Work to be substantially complete, the provisions will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements regarding property insurance.

#### 14.6 Final Inspection

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, OWNER will promptly make a final inspection WITH CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.7 Final Payment

##### A. Application for Payment

1. After CONTRACTOR has, in the opinion of OWNER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents, and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. Review of Application and Acceptance

1. If, on the basis of OWNER's observation of the Work during construction and final inspection, and OWNER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, OWNER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, OWNER will, within ten days after receipt of the final Application for Payment, process payment. At the same time OWNER will also give written notice to CONTRACTOR that the Work is acceptable subject to the provisions. Otherwise, OWNER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty (30) days after the presentation to OWNER of the approved Application for Payment and accompanying documentation, the final payment amount will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.8 Final Completion Delayed

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if OWNER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to OWNER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

15 - SUSPENSION OF WORK AND TERMINATION

15.1 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim.

## 15.2 OWNER May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established as adjusted from time to time;
2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;
3. CONTRACTOR's disregard of the authority of OWNER; or
4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed as to their reasonableness and, when so approved, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or

payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

### 15.3 OWNER May Terminate For Convenience

A. Upon seven days written notice to CONTRACTOR, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

### 15.4 CONTRACTOR May Stop Work or Terminate

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or OWNER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER, and provided OWNER does not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided. In lieu of terminating the Contract and without prejudice to any other right or remedy, if OWNER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions are not intended to preclude CONTRACTOR from making a Claim for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

## 16.1 Methods and Procedures

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

## 17 - MISCELLANEOUS

### 17.1 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### 17.2 Computation of Times

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### 17.3 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### 17.4 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

### 17.5 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

B. For costs incurred, the CONTRACTOR's fee shall be five percent;

C. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

D. No fee shall be payable on the basis of costs itemized;

E. The amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

F. When both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change.

## SECTION 6 SUPPLEMENTARY CONDITIONS

### 1 - DEFINITIONS & TERMINOLOGY

#### 1.1 Defined terms

A. Whenever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. OWNER's Representative – The OWNER's Representative shall be the OWNER as described in the General Conditions.

B. The CONTRACTOR shall be responsible for the notifying all property owners within and adjacent to the project twenty-four (24) hours prior to commencing construction operations. Said notice shall be in writing and in a form acceptable to the OWNER.

C. Prior to the start of the project, the CONTRACTOR shall identify to the OWNER, any tree limbs which overly and interfere with the work. Said limbs to be removed by the OWNER.

### 2 – AVAILABILITY OF LANDS

A. The CONTRACTOR shall not, except after written consent from proper parties, enter or occupy with men, tools, materials or equipment, any privately-owned land except on easements provided herein.

### 3 – SUBSURFACE AND PHYSICAL CONDITIONS

A. In the preparation of Drawings and Specifications, OWNER relied upon the following report of explorations and tests of the subsurface conditions at the site: None

B. The asphalt pavement, curbs and existing sidewalks in the work area are considered to be in good to excellent condition prior to the start of the project.

C. Any scars, nicks, gasoline, oil, etc., or other defacement or damage to the existing streets, curbs, or sidewalks will be the responsibility of the CONTRACTOR to repair.

D. Before beginning the job, the CONTRACTOR may point out and note to the inspector any specific areas that are already damaged. Thereafter, the CONTRACTOR will not be held responsible for repairs to these areas.

### 4 – CERTIFICATES OF INSURANCE

4.1 The following types of insurance shall be furnished for the duration of the project and Certificates of Insurance extending the provisions listed below shall be furnished to OWNER prior to or at the time the contract is executed by CONTRACTOR and before a Notice to Proceed is issued:

## A. Worker's Compensation

### 1. Definitions:

a. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

b. Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

c. Person's providing services on the project ("subcontractor") - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.

3. The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

4. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

5. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

a. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage for all persons providing services on the project; and

b. no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage

period shown on the current certificate of coverage ends during the duration of the project.

6. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

7. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

8. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

a. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;

b. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided services on the project for the duration of the project;

c. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

d. obtain from each other person with whom it contracts, and provide to the contractor:

i. certificate of coverage, prior to the other person beginning work on the project; and

ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current coverage ends during the duration of the project;

e. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

f. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

g. contractually require each person with whom it contracts, to perform as required, with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting or classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or civil actions.

11. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of the notice of breach from the governmental entity.

B. Automobile Liability Insurance with limits of:

1. Bodily Injury \$1,000,000 per person \$3,000,000 per accident
2. Property Damage \$300,000 per accident
3. The Insurance company must have as a minimum a current A.M. Best rating of A.

4. General Requirements for Insurance Coverage:

a. The Certificate of Insurance furnished by the Contractor shall show by specific reference that each of the foregoing items have been provided for;

b. Certificates of Insurance required for each copy of the agreement which specifically set forth evidence of all required coverage will be filed with the City prior to the City's execution of the contract. Worker's Compensation Insurance coverage must be provided to the City prior to the City's award of the contract.

c. The Certificates of Insurance furnished by the contractor as evidence of the Insurance maintained by the contractor will include a clause obligating the Insurer to give the City of Leon Valley thirty (30) days prior written notice of cancellation or any material change in the insurance coverage.

d. Waiver of Subrogation: The City of Leon Valley and the Contractor waive all rights and the rights of their respective insurance companies against each other for damages caused by fire or other perils to the extent such damages are covered by property insurance purchased by either party.

C. Comprehensive General Liability endorsed to include blanket contractual coverage:

1. Bodily Injury - \$ 2,000,000 each occurrence with a deductible of not more than \$ 2,500.

2. Property Damage Liability - \$250,000 each occurrence; \$250,000 aggregate.

3. This insurance shall:

a. Include completed operation coverage which is to be kept in force by the Contractor for a period of not less than one year after the completion of the work provided for or performed under these specifications;

b. Not be subject to any of the special property damage liability exclusions commonly referred to as the XCU exclusions pertaining to blasting or explosion, collapse, or structural damage and underground property;

c. Not be subject to any exclusion of property used by the insured or property in the case, custody or control of the insured or property as to which the insured for any purpose is exercising physical control;

d. The OWNER shall be named as an additional insured for the insurance coverage. In naming the OWNER as an additional insured on our comprehensive General Liability Insurance, the following words apply:

"Contractor shall defend, indemnify and hold harmless the City of Leon Valley from and against any liability, loss, cost and expense ("Liability") claimed by a third party (including reasonable attorney's fees and cost of defense) resulting from Contractor's performance of the Work to the extent that such Liability:

1) is attributable to bodily injury, sickness, disease or death, or to the injury to or destruction of tangible personal property; and,

2) is caused or contributed to by any neglect or fault of Contractor, its subcontractors, or their respective employees.

e. The Insurance company must have as a minimum a current A.M. Best rating of A.

f. Manufacturer's and Contractors' Liability insurance is not an acceptable substitute for Commercial Liability insurance.

D. When explosives are used, Comprehensive General Liability on an occurrence basis endorsed to include blanket contractual coverage:

a. Bodily Injury - \$ 2,000,000 each accident

b. Property Damage Liability - \$ 300,000 each accident; \$ 3,000,000 aggregate.

E. The OWNER shall be listed as the Certificate Holder, and the OWNER shall be named as Additional Insured in all coverage described in the above paragraphs except Worker's compensation.

F. Insurance and additional Insured requirements shall apply to and be enforced equally upon authorized subcontractors as well as the CONTRACTOR.

F. In the submission of the Certificate of Insurance, the insurance company in every case must agree to provide notice of cancellation of any insurance to the OWNER ten (10) days prior to such cancellation of policies covered by certificates.

## 5 – STREET AND DRIVEWAY CLOSING

5.1 After the CONTRACTOR has given the property owners not less than 24 nor more than 72 hours advance notice, he may close ½ of the driveway necessary for the day's operations. The CONTRACTOR will advise the Fire Marshall (684-3219) in advance of each closing. Suitable detour routes must be in place. At the end of each day, the closed driveway areas shall be reopened. All driveways must be accessible during the course of the work except for minimum periods and only after the CONTRACTOR has given property owners 24 hours' notice. CONTRACTOR shall not start work that would keep driveways blocked during the weekends. In the event of inclement weather, the CONTRACTOR must maintain possible access to the owners.

### 5.2 Barricades and Flagmen

A. The CONTRACTOR is to provide himself with necessary temporary barricades and traffic cones sufficient to alert the traffic in advance. Where lanes of traffic are to be closed, suitable barricades, warning signs and markers are to be provided by the CONTRACTOR.

1. Barricades and traffic control devices shall follow the Texas Uniform Municipal Control Devices standards to the satisfaction of the OWNER.

2. The OWNER has the right to prevent work from starting until suitable traffic control devices are provided, in the opinion of the OWNER.

3. The OWNER may direct the CONTRACTOR to provide additional traffic control devices and/or flagmen as they deem necessary to protect the public. All barricades will have one flashing light at night. All costs for traffic management and barricades will be included in the cost of the work.

## 6 – HAZARD COMMUNICATIONS PROGRAM

A. In compliance with Article 5182b, Texas Revised Civil Statutes, all employees are required to train and educate employees on the safe use and handling of hazardous materials that employees may be exposed to in the work place. The OWNER's Fire Chief is designated as the OWNER's HazComm

Officer. Subcontractors of the CONTRACTOR are also required to comply with the requirements of the act

1. CONTRACTORS are entitled to a copy of the OWNER's workplace chemical list to which the CONTRACTOR, its employees and agents may be exposed to in the workplace.
2. CONTRACTORS are also entitled to a copy of the MSDS sheets for any hazardous chemicals which the OWNER may have in the work
3. place. CONTRACTORS have the obligation to inform their employees and agents of all these requirements. Prior to the commencement of any work, the CONTRACTOR shall furnish the OWNER's HazComm Officer with the MSDS sheets for any hazardous chemicals brought into the OWNER's work-site that OWNER's employees will have exposure to. The CONTRACTOR shall sign the Attachment, (hazard Communications Contractor Acknowledgment) certifying receipt of this information.

## 7 – WATER FOR CONSTRUCTION

- A. All water required by the CONTRACTOR for his operations will be furnished without charge by OWNER at a point designated by the OWNER. The CONTRACTOR shall make all necessary connections, including valves and shall transport all water at his expense. If needed, the CONTRACTOR will be required to pay a deposit for a fire hydrant meter, which deposit will be returned when the fire hydrant meter is returned in good condition.
- B. All water furnished by the City shall be subject to the regulations of the City regarding prevention of waste and water conservation.

## 8 - POWER FOR CONSTRUCTION

- A. The CONTRACTOR shall make his own arrangements for electric service and shall purchase all power required for his operation.

## 9 - SANITARY PROVISIONS

- A. The CONTRACTOR shall establish and enforce among his employee such regulations in regard to cleanliness and disposal of garbage and waste as shall tend to prevent the inception and spread of infectious or contagious diseases and to prevent effectively the creation of a nuisance about the work on any property either public or private; and such regulations as are required by the OWNER shall be put into immediate force and effect by the CONTRACTOR. The necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the CONTRACTOR in such a manner and at such points as shall be approved by the OWNER; and their use shall be strictly enforced by the CONTRACTOR. All sanitary laws and regulations of the State of Texas and the OWNER's jurisdiction shall be strictly complied with.

## **SECTION 7 WAGES AND COMPENSATION**

### **1 - GENERAL STATEMENT**

This is a 100% locally funded and competitively bid Public Works Contract and Article 5159a, Revised Civil Statutes of Texas, as amended, requires that not less than the general prevailing wage rates (minimum hourly base pay and minimum hourly fringe benefits contribution) for work of similar character be paid to CONTRACTOR and subcontractor employees. These local prevailing and adopted wage rates are derived from the most current applicable federal prevailing wage rates as published by the United States Department of Labor, Dallas, Texas pursuant to the original intent and authority of the City of Leon Valley Ordinance passed by the City Council of the City of Leon Valley. Copies of both the current Ordinance and the wage rates, and are included instruments of this Contract and full compliance with same shall be required.

Any deviation from Wage and Labor Standard Provisions compliance may be cause for City's withholding either interim or final payment to the CONTRACTOR until such deviations are properly corrected.

### **2 - WAGE & HOUR OFFICE, PUBLIC WORKS, RESPONSIBILITIES**

A. The City of Leon Valley's Project Manager is primarily responsible for all Wage and Labor Standard Provisions investigation and enforcement and will monitor CONTRACTOR/subcontractors practices to assure the City Manager that:

1. Appropriate weekly compliance statements and payroll records are submitted to the City by the CONTRACTOR/subcontractors and that such are reviewed for compliance with Wage and Labor Standard Provisions.
2. Apprentices/trainees working on the project are properly identified by CONTRACTOR/subcontractor on payroll records and documented as being included in programs currently sanctioned by appropriate federal or state regulatory agencies.
3. Applicable Wage Determination Decisions, including any applicable modifications and related statements are posted at the work-site by the CONTRACTOR and that proper job classifications and commensurate minimum hourly base and fringe wage rates are paid.
4. Employees are periodically interviewed (at random) on each project as required.
5. That no person employed by CONTRACTOR or subcontractor is induced against his will, by any means, to give up any part of the compensation to which he is otherwise entitled.
6. That any and all periodic administrative directives to the Project Manager from the City Manager are being implemented.

### 3 - CLAIMS & DISPUTES PERTAINING TO WAGE RATES

Claims and disputes not promptly and routinely settled by the CONTRACTOR and/or subcontractor and employees pertaining to wage rates, or to job classifications of labor employed upon the work covered by the Contract, shall be reported by the employee in writing, within 60 calendar days of employee's receipt of any allegedly incorrect classification, wage or benefit report, to the Public Works Department, City of Leon Valley, for further investigation. Claims and disputes not reported by the employee to the Project Manager in writing within sixty (60) calendar day period shall be deemed waived by the employee for the purposes of the City administering and enforcing the City's Contract rights against the CONTRACTOR on behalf of the employee. Waivers by the employee of this City intervention shall not constitute waivers by the City or employee to independently pursue contractual rights it has against the CONTRACTOR/subcontractor for breach of Contract and other sanctions available to enforce the Wage and Labor Standard Provisions.

### 4 - BREACH OF WAGE & LABOR STANDARDS PROVISIONS

The City of Leon Valley reserves the right to terminate this Contract for cause if the CONTRACTOR/subcontractors shall knowingly and continuously breach, without timely restitution or cure, any of these governing Wage and Labor Standard Provisions. A knowing and un-remedied proven violation of these Wage and Labor Standard Provisions may also be grounds for debarment of the CONTRACTOR/subcontractor from future City of Leon Valley contracts for lack of responsibility, as determined by the City of Leon Valley. Recurrent violations, whether remedied or not, will be considered by the City Manager when assessing the responsibility history of potential CONTRACTOR/subcontractor prior to a competitive award of future Public Work projects. The general remedies are not exhaustive and not cumulative, for the City reserves legal and contractual rights to others specific remedies outlined herein below and in other parts of this Contract and as are allowed by applicable City of Leon Valley Ordinances, State and Federal statutes.

### 5 - EMPLOYMENT OF LABORERS/MECHANICS NOT LISTED IN WAGE DETERMINATION DECISION

In the event that a Contractor/subcontractor discovers that construction of a particular work element requires a certain employee classification and skill that is not listed in the wage determination decision contained in the original Contract Documents, Contractor/subcontractors will make prompt inquiry (before bidding, if possible) to the Wage and Hour Monitor identifying that class of laborers/mechanics not listed in the wage determination decision who are intended to be employed, or who are being employed, under the contract Using his best judgment and information resources available to him at the time, and any similar prior decisions, the City Manager, City of Leon Valley, shall classify said laborers/mechanics by issuing a special local wage determination decision to the Contractor or subcontractor, which shall be enforced by the Wage and Hour Monitor.

### 6 - OVERTIME COMPENSATION ON NON-FEDERALLY FUNDED PROJECTS

No CONTRACTOR/subcontractor contracting for any part of the non-federally funded Contract Work (except for work site related security guard services), which may require or involve the employment of laborers/mechanics, shall require or permit any laborer/mechanic in any seven (7) calendar day work period in which he/she is

employed on such work, to work in excess of 40 hours in such work period, unless said laborer/mechanic receives compensation at a rate not less than one and one-half times the basic hourly rate of pay for all hours worked in excess of 40 hours in a seven (7) calendar day work period. Any applicable fringe benefits must be paid for straight time and overtime; however, fringe benefits are not included when computing the overtime rate.

## 7 - PAYMENT OF CASH EQUIVALENT FRINGE BENEFITS

A. All laborers/mechanics employed to construct the work governed by this Contract shall be paid not less than weekly the full amount of wages due (minimum hourly base pay and any applicable minimum hourly fringe benefit contribution for all hours worked, including overtime) for the immediately preceding pay period, computed at wage and fringe rates not less than those contained in the wage determination decision included in this Contract. Only payroll deductions as are mandated by state or federal law and those legal deductions previously approved in writing by the employee, or as are otherwise permitted by state or federal law, may be withheld by the CONTRACTOR/subcontractor.

B. Should the CONTRACTOR/subcontractor subscribe to fringe benefit programs for employees, such programs shall be fully approved by the City in adopting a previous United States Department of Labor decision on such fringe benefit programs or by applying DOL criteria, in rendering a local decision on the adequacy of the fringe benefit programs. The approved programs shall be in place at the time of City Contract execution and provisions thereof disclosed to the Wage and Hour Monitor, City of Leon Valley, for legal review prior to project commencement.

C. Regular CONTRACTOR/subcontractor contributions made to, or costs incurred for, approved fringe benefit plans, funds or other benefit programs that cover periods of time greater than the one week payroll period (e.g., monthly or quarterly, etc.) Shall be prorated by the CONTRACTOR/subcontractor on weekly payroll records to reflect the equivalent value of the hourly and weekly

C. The CONTRACTOR/subcontractor is allowed to pay a minimum hourly cash equivalent of any applicable minimum hourly fringe benefits listed in the wage determination decision, in lieu of the contribution of benefits to a permissible fringe benefit plan, for all hours worked, including overtime. An employee is not allowed to receive less than the minimum hourly basic rate of pay specified in the wage determination decision.

## 8 - WORK CONDUCTED ON HOLIDAYS – NON-FEDERALLY FUNDED PROJECTS

If a laborer/mechanic is employed in the normal course and scope of his or her work on the job site on New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, or the calendar days observed as such in any given year, work shall be paid for at a no less than one and one half times the regular minimum hourly base pay regardless of the total number of hours the laborer/mechanic has accumulated during the pay period.

## 9 - UNDERPAYMENT OF WAGES OR SALARIES

A. When a "full investigation" (as called for in and as construed under Article 5159a, Section 2, and as further generally described in an administrative directive to the City's Project Manager from the City Manager entitled "Conducting Wage and Labor Standards Investigations on 100% Locally-funded City Construction Project", as may be amended) evidences' underpayment of wages by CONTRACTOR or subcontractor to laborers/mechanics employed upon the work covered by the Contract, the City of Leon Valley, in addition to such other rights as may be afforded it under State and/or Federal law and/or this Contract, shall withhold from the CONTRACTOR, out of any payments (interim progress and/or final) due the CONTRACTOR, so much thereof as the City of Leon Valley may consider necessary to secure ultimate payment by the appropriate party to such laborers/mechanics, of full wages required by the Contract, plus a possible penalty (See B. below). The amount so withheld, excluding any possible penalty to be retained by the City, may be disbursed at an appropriate time after "full investigation" by the City of Leon Valley, for and on behalf of the CONTRACTOR/subcontractor (as may be appropriate), to the respective laborers/mechanics to whom the same is due, or on their behalf to fringe benefit plans, funds, or programs for any type of minimum fringe benefits prescribed in the applicable wage determination decision.

B. Article 5159a, Revised Civil Statutes of Texas, as amended, states that CONTRACTOR shall forfeit as a penalty to the City of Leon Valley the sum of sixty dollars (\$60.00) for each calendar day, or portion thereof, for each laborer, workman, or mechanic, who is paid less than the said stipulated rate for any work done under this Contract whether by the CONTRACTOR himself, or by any subcontractor working under him. Pursuant to and supplemental of this statutory authority, the City of Leon Valley and the CONTRACTOR/subcontractor contractually acknowledges and agrees that said sixty dollars (\$60.00) a statutory penalty shall be construed by and between the City of Leon Valley and the CONTRACTOR/subcontractor as liquidated damages, and not as a penalty, and will apply to any violations herein, resulting from CONTRACTOR/subcontractor underpayment violations.

D. If unpaid or underpaid workers cannot be located by the CONTRACTOR or the City after diligent efforts to accomplish same, unpaid or underpaid wages shall be reserved by the City in a special "unfound worker's account" established by the City of Leon Valley, for such employees. If after one (1) year from the final acceptance of the project by the City, workers still cannot be located, in order that the City can make effective interim re-use of the money, such wages, and any associated liquidated damages may be used to defray actual costs incurred by the City in attempting to locate said workers, and any remaining monies may then revert back to the City's original funding source for the project. However, unpaid or underpaid workers for whom money was originally reserved are eligible to claim recovery from the City for a period of not to exceed three (3) years from the final acceptance of the project by the City. Recovery after expiration of the three (3) year period is prohibited.

## 10 - POSTING WAGE DETERMINATION DECISIONS AND NOTICE TO LABORERS'/ MECHANICS' STATEMENTS

The applicable wage determination decision as described in the "General Statement" (and as specifically included in each project contract), outlining the various workers' classifications and mandatory minimum wages and minimum hourly fringe benefits deductions, if any, of laborers/mechanics employed and to be employed upon the work covered by this Contract, shall be displayed by the CONTRACTOR/subcontractor at the site of work a conspicuous and prominent public place, readily and routinely accessible to workmen for the duration of the project. In addition, the CONTRACTOR / subcontractor agrees with the contents of the following statement, and shall display same, in English and Spanish, near the display of the wage determination decision at the site of work:

### "NOTICE TO LABORERS/MECHANICS

Both the City of Leon Valley and the CONTRACTOR/subcontractor agree that you must be compensated with not less than the minimum hourly base pay and minimum hourly fringe benefit contribution in accordance with the wage rates publicly posted at this job site, and as are applicable to the classification of work you perform.

Additionally, you must be paid not less than one and one-half times your basic hourly rate of pay for any hours worked over 40 in any seven (7) calendar day work period, and for any work conducted on New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day or the calendar days observed as such in any given year.

Apprentice and trainee hourly wage rates and ratios apply only to apprentices and trainees recognized under approved Federal, or State, apprenticeship training programs registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

If you believe that your employer is not paying the posted minimum wage for the type of work you do, you must make direct inquiry to the employer and inquire in writing, within 60 days calendar days of your receipt of any allegedly incorrect wage or benefit check or report, to the City of Leon Valley Wage & Hour Monitor, 6400 El Verde, Leon Valley, Texas 78238.

It is mandatory that you promptly file written inquiry of any allegedly incorrect wage or benefit checks or reports with the City of Leon Valley Project Manager within the sixty (60) calendar day period, so that you do not waive your potential right of recovery under the provisions of the City of Leon Valley Public Works Contract that governs this project."

Both the City of Leon Valley and the CONTRACTOR/subcontractor agree that no laborer/mechanic who files a complaint or inquiry concerning alleged underpayment of wages or benefits, shall be discharged by the employer, or in other manner be discriminated against by the employer, for filing such complaint or inquiry.

## 11 - PAYROLLS & BASIC PAYROLL RECORDS

A. The CONTRACTOR and each subcontractor shall prepare payroll reports in accordance with the "General Guideline" instructions furnished by the Wage & Hour Monitor of the City of Leon Valley. Such payroll submittals shall contain the name and address of each such employee, his correct labor classification, rate of pay, daily and weekly number of hours worked, any deductions made, and actual basic hourly and fringe benefits paid. The CONTRACTOR shall submit payroll records each week and no later than seven (7) working days following completion of the work week being processed to the Project Manager, City of Leon Valley. These payroll records shall include certified copies of all payrolls of the CONTRACTOR and of his subcontractors, it being understood that the CONTRACTOR shall be responsible for the submission and general mathematical accuracy of payroll from all of his subcontractors. Each such payroll submittal shall be on forms deemed satisfactory to the City's Project Manager and shall contain a "Weekly Statement of Compliance", as called for by the Contract Documents. Such payrolls will be forwarded to Public Works, Project Manager, City of Leon Valley, 6400 El Verde, Leon Valley, Texas 78238.

B. Copies of payroll submittals and basic supporting payroll records of the CONTRACTOR/subcontractors accounting for all laborers/mechanics employed under the work covered by this Contract, shall be maintained by CONTRACTOR/subcontractor during the course of the work, and preserved for a period of three (3) years after completion of the project. The CONTRACTOR/subcontractor shall maintain records which demonstrate: any CONTRACTOR commitment to provide fringe benefits to employees as may be mandated by the applicable wage determination decision; that the plan or program is adjudged financially responsible by the appropriate approving authority, (i.e. United States Department of Labor, United States Department of Treasury, etc.); and that the provisions, policies, certificates, and description of benefits of the plan or program as may be periodically amended, have been clearly communicated in a timely manner and in writing, to the laborers/mechanics affected prior to their performing work on the project.

C. The CONTRACTOR/subcontractor shall make the above records available for inspection, copying, or transcribing by authorized representatives of the City of Leon Valley at reasonable times and locations for purposes of monitoring compliance with this Contract.

## 12 - LABOR DISPUTES

The CONTRACTOR/subcontractor shall immediately notify the City Manager or his designated representative of any actual or impending CONTRACTOR/subcontractor labor dispute which may affect, or is affecting, the schedule of the CONTRACTOR's or any other CONTRACTOR's or subcontractor's work. In addition, the CONTRACTOR/subcontractor shall consider all appropriate measures to eliminate or minimize the effect of such labor disputes on the schedule, including but not limited to such measures as: promptly seeking injunctive relief if appropriate; seeking appropriate legal equitable actions or remedies; taking such measures as establishing a reserved gate, as appropriate; if reasonable feasible, seeking other sources of supply or service; and any other measures that may be appropriately utilized to mitigate or eliminate the job site and scheduling effects of the labor dispute.

### 13 - COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES

No laborers/mechanics to whom the wage, salary, or other labor standard provisions of this Contract are applicable shall be discharged, or in any other manner discriminated against by the CONTRACTOR/subcontractors, because such an employee has filed any formal inquiry or complaint or instituted or caused to be instituted, any legal or equitable proceeding, or has testified, or is about to testify, in any such proceeding under or relating to the wage and labor standards applicable under this Contract.

### 14 - "ANTI-KICKBACK" PROVISION

No person employed in the construction or repair of any City of Leon Valley Public Works Project shall be induced, by any means, to give up to any CONTRACTOR/subcontractor or public official or employee, any part of the hourly and/or fringe benefit compensation to which he or she is otherwise entitled.

### 15 - "FALSE INFORMATION"

Any person employed by the CONTRACTOR/subcontractor in the construction or repair of any City of Leon Valley Public Works Project, who is proven to have knowingly and willfully falsified, concealed or covered up by any deceptive trick, scheme, or device a material fact, or made any false, fictitious or fraudulent statement or representation, or made or used any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be permanently removed from the job site by CONTRACTOR/subcontractor. The City of Leon Valley reserves the right to terminate this Contract for cause as a result of serious and uncured violations of this provision.

### 16 - JOB SITE CONDITIONS

CONTRACTORS/subcontractors will not allow any person employed for the project to work in surroundings or under construction conditions which are unsanitary, unhealthy, hazardous, or dangerous as governed by industry standards and appropriate local, state and federal statutes, ordinances, and regulatory guidelines.

### 17 - EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

A. The CONTRACTOR/subcontractor shall knowingly only employ persons of appropriate ages commensurate with the degree of required skill, strength, maturity and judgment associated with the activity to be engaged in, but not in less than the age of 14 years, as governed by Chapter 51 "Employment of Children", Texas Labor code, (Vernon's Texas Code Annotated) (as may be amended), and Texas Department of Labor and Standards rulings and interpretations associated with that statute. It is hereby noted that in some circumstances generally governed by this section, a federal statute (see: Fair Labor Standards Act, 29 USCS Section 212; Volume 6A of the Bureau of National Affairs Wages Hour Manual at Paragraph 96:1; "Child Labor Requirements in Non-agricultural Occupations" WH Publication 1330, July 1978 as may be amended), could pre-empt the Texas Statute and therefore be the controlling law on this subject. The CONTRACTOR/subcontractor should seek classification from state and federal agencies and legal counsel when hiring adolescent employees for particular job classifications.

B. Prohibited persons not to be employed are also those persons who, at the time of employment for this Contract, are serving sentence in a penal or correctional institution, except that prior approval by the City Manager is required to employ any person participating in a supervised work release or furlough program that is sanctioned by appropriate state and federal correctional agencies.

C. The CONTRACTOR/subcontractors shall be responsible for compliance with the provisions of the "Immigration Reform and Control Act of 1986" Public Law 99-603, and any related State enabling or implementing statutes, especially as they in combination apply to the unlawful employment of aliens and unfair immigration-related employment practices affecting this Contract.

## 18 - PROVISIONS TO BE INCLUDED IN SUBCONTRACTS

The CONTRACTOR shall cause these Wage and Labor Standard Provisions, or reasonably similar contextual adaptations hereof, and any other appropriate state and federal labor provisions, to be inserted in all subcontracts relative to the work to bind subcontractors to the same Wage and Labor Standards as contained in these terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors or sub-tier subcontractors, and to give the CONTRACTOR similar, if not greater, general contractual authority over the subcontractor, or sub-tier subcontractors, as the City of Leon Valley may exercise over the CONTRACTOR.

## 19 - GENERAL INDEPENDENT CONTRACTOR CLAUSE

This agreement does not create an employer relationship between parties. It is parties' intention that the CONTRACTOR will be an independent CONTRACTOR and not the City of Leon Valley employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Texas workers compensation law and Texas unemployment insurance law. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder. The CONTRACTOR agrees that it is a separate and independent enterprise from the City of Leon Valley, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the City of Leon Valley and the City of Leon Valley will not be liable for any obligation incurred by the CONTRACTOR, including, but not limited to unpaid minimum wages, and/or overtime premiums.

## 20 - HOT GOODS CLAUSE

The CONTRACTOR hereby certifies that the execution of the work he will perform, that he will comply with all applicable provisions of Sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and that there will be no violations of the "hot goods" or "hot cargo" provisions of the Act involving restrictions on the use of the underage employees.

## 21 - PROTECTION OF LIVES AND HEALTH

The CONTRACTOR shall comply with the U.S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-596 and all subsequent amendments) and under Section 107 of the Contract Work Hours and Safety Standards Act (Public Law 91-54 and all subsequent amendments).

The CONTRACTOR shall have a competent person or persons, as required under the Occupational Safety and Health Act, on the site to inspect the work and to supervise the conformance of the CONTRACTOR's operations with the regulations of the Act.

This project is subject to all of the Safety and Health Regulations CFR 29, Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974, and CFR 29, Part 1910 and all subsequent amendments of General Industry Safety and Health Regulations identified as applicable to construction. CONTRACTORS are urged to become familiar with the requirements of these regulations.

## 22 - ANTI-DISCRIMINATION IN EMPLOYMENT

A. The CONTRACTOR and/or any subcontractor(s), if permitted, certifies complete compliance with the Federal Civil Rights Law and the Americans with Disabilities Act, agreeing to nondiscrimination based on race, age, color, religion, disability, gender, ancestry, national origin, or place of birth.

In employment practices, programs and services shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other compensation; and selection for training, including apprenticeship.

B. The CONTRACTOR shall in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, disability, gender, ancestry, national origin, or place of birth.

## **SECTION 8 OTHER CONDITIONS**

### **1 - MATERIAL SUBMITTAL**

The Contractor will supply three copies of submittal data for approval prior to ordering any material for the project.

### **2 - SCHEDULE OF WORK**

At the Preconstruction Conference, the sequence of work will be proposed by the Contractor to the City and is subject to City approval. Work will be allowed from 7:30 a.m. to 6:00 p.m., Monday through Friday. No work on Saturday, Sunday, or City Holidays will be permitted, unless approved by the Director of Public Works. The contractor will not receive a notice to proceed with the work until utility and City preparation work is complete.

### **3 - SEQUENCE OF WORK**

The Contractor shall proceed with work in a manner which completes the work in one area before advancing to another area. The Contractor may have under construction several sites so as to be efficient; however, the sequence must proceed in an orderly manner to completion. The Contractor's sequence must also include traffic flow consideration. Sequences of work which do not include orderly progression through these stages before advancing to additional work areas will not be approved.

### **4 - NOTIFICATION**

It shall be the Contractor's responsibility to notify all property owners adjacent to the project seven (7) days prior to the starting of construction operations. This notice shall be in writing in a form acceptable to the City. Additionally, 48 hours prior to beginning work, notify the following departments: U.S. Post Office (210) 641-0248, N.I.S.D. Transportation (210) 695- 3800, Waste Management Co. (210) 368-5005, Leon Valley Dispatch (210) 684-3215.

### **5 - STREET CLOSING**

The contractor is to properly barricade each segment of street to be worked on after giving property owners no more than 72-hour notice, but no less than 24-hour notice. Barricades will not be set before 7:30 a.m. Each street shall be opened at the end of day.

### **6 - BARRICADES AND FLAGMEN**

The Contractor is to provide himself with necessary temporary barricades and traffic cones sufficient to alert the traffic in advance. If the present lanes of traffic are to be closed, suitable barricades, warning signs and markers are to be provided by the Contractor. Unless otherwise approved by the City, barricades for this work shall be provided by a barricade company familiar with the requirements of TMUTCD.

Barricades and traffic control devices including advance warning signs etc, shall follow the Texas Uniform Municipal Control Devices standards to the satisfaction of the City must be utilized. The City has the right to prevent work from starting until suitable traffic control devices are provided, in the opinion of the City. Included advance warning signs.

The City may direct the Contractor to provide additional traffic control devices and/or flagmen as they deem necessary to protect the public. All barricades will have one flashing light at night. All cost for traffic management and barricades will be included in the cost of the work.

#### 7 - WATER FOR CONSTRUCTION

All water required by the Contractor for his operations will be available without charge at the City Public Works yard. The Contractor shall make all necessary connections and shall transport all water at his own expense. If needed, the Contractor will be required to pay a deposit for a fire hydrant meter, which deposit will be returned when the fire hydrant meter is returned in good condition.

#### 8 - BID QUANTITIES

The Owner may elect to increase or decrease the amount of work units authorized to be completed as much as 25% without affecting the unit price of the project. The Contractor agrees that the final contract amount will be computed by extension of these unit prices and the quantity of work authorized and accepted by the Owner.

#### 9 - UTILITY AND SIGN ADJUSTMENT

The Contractor is required to make all arrangements and coordinate with the various utility companies for preserving and adjusting the various valves and manholes on the project. The City of Leon Valley shall adjust all water valves and sewer manholes. Those valves and manholes which do not belong to the City of Leon Valley will be adjusted by the utility owner. In every case, the contractor shall protect these utilities from being damaged.

#### 10 - WATER VALVE COVERS, MANHOLES, AND STREET REFLECTORS

The Contractor shall protect existing water valve covers, manhole lids, and street reflectors from being coated by work. Before completion of the work, the contractor shall remove any material placed over these facilities.

#### 11 - INSPECTION

This work will be inspected by the City and all change orders or communication concerning the work shall be directed to the City.

#### 12 - DAMAGE TO EXISTING STREETS

The asphalt pavement, curbs and existing sidewalks in the work area are considered to be in good to excellent condition prior to start of the project.

Any scars, nicks, gasoline, oil, etc., or other defacement or damage to the existing streets, curbs or sidewalks will be a responsibility of the contractor to repair.

Before beginning the job, the contractor may point out and note to the inspector any specific areas that are already damaged. Thereafter, the contractor will not be held responsible for repairs to these areas.

### 13 - CONDITION OF THE SITE

Site of the proposed work will be pointed out to the prospective bidders by the City Public Works Director. The Contractor shall provide his own material and equipment yard at his cost. Upon completion of the work, all excess materials shall be removed from the site by the Contractor and the area around the work shall be returned to its original condition. Disposal sites will be a responsibility of the Contractor.

### 14 - PROTECTION OF WORK, PROPERTY AND PERSONS

The Contractor shall, at all times, safely guard the Owner's property from injury or loss in connection with this Contract. He shall at all times safely guard and protect his own work and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the Contract, or by the Owner or his duly authorized representatives.

The Contractor shall take all necessary precautions for the safety of employees on the work and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public, and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, trenches and other excavations, and falling materials, and he shall designate a responsible member of his organization on the work site whose duty shall be the prevention of accidents. The name and position of any person so designated shall be reported to the Owner by the Contractor. The person so designated shall be available by phone during non-working hours.

In case of an emergency which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act without previous instructions from the Owner in a diligent manner. He shall notify the Owner immediately thereafter.

### 15 - CARE AND PROTECTION OF PROPERTY

The Contractor expressly undertakes at his own expense: To assume full responsibility for the preservation of all public and private property and use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition similar to or equal to that existing before the damage was done, or he shall make good the damage in another manner acceptable to the Owner. No representations are made concerning the conditions, locations or state of repair of existing sewers, drains, water mains and other underground structures;

To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor;

To provide suitable storage facilities for all materials which are liable to injury by exposure to weather, theft, and breakage or otherwise;

To place upon the work, or any part thereof, only such loads as are consistent with safety of that portion of the work;

To clean up frequently all refuse, rubbish, scrap materials and debris caused by his operations to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;

To remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition before final payment; to effect all cutting, fitting or patching of his work required to make the same conform to the plans and specifications and, except with the consent of the Owner, not to cut or otherwise alter the work of any other contractor.

The Contractor shall not, except after written consent from proper parties, enter or occupy with men, tools, materials or equipment, any privately owned land except on easements provided herein.

## 16 - PROTECTION OF LIVES AND HEALTH

The Contractor shall comply with the U.S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91 - 596 and all subsequent amendments) and under Section 107 of the Contract Work Hours and Safety Standards Act (Public Law 91-54 and all subsequent amendments).

The Contractor shall have a competent person or persons, as required under the Occupational Safety and Health Act, on the site to inspect the work and to supervise the conformance of the Contractor's operations with the regulations of the Act. This project is subject to all of the Safety and Health Regulations (CFR 29, Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974, and CFR 29, Part 1910 and all subsequent amendments of General Industry Safety and Health Regulations identified as applicable to construction. Contractors are urged to become familiar with the requirements of these regulations.

## 17 - PROJECT CONSTRUCTION SITE

The contractor shall provide his own temporary yard for stock pile of materials and storage of vehicle. City property may not be available for this purpose.

**AN ORDINANCE REPEALING AND REPLACING ORDINANCE NUMBER 2014-02-10-02 PROVIDING FOR A MINIMUM PREVAILING WAGE BY ADOPTING PREVAILING WAGE RATES FOR PUBLIC WORKS CONSTRUCTION AS DETERMINED BY THE U.S. DEPARTMENT OF LABOR, AND OTHER MATTERS IN CONNECTION THEREWITH.**

---

**WHEREAS**, the City of Leon Valley (the "City") is required by Chapter 2258 of the Texas Government Code to determine the prevailing rate of per diem, and a prevailing rate for legal holiday and overtime work, in the locality for each craft and type of worker needed to perform a contract for public works construction; and

**WHEREAS**, Chapter 2258 allow municipalities to use prevailing wage rates as determined by the U.S. Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a, et seq.), and its subsequent amendments, in lieu of conducting wage rate surveys and compiling wage rate schedules;

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEON VALLEY, TEXAS THAT:**

Section 1. The City Council hereby elects to use the prevailing wage rates as determined by the U.S. Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C Section 276a, et seq.), and its subsequent amendments, in lieu of conducting wage rate surveys and compiling wage rate schedules.

Section 2. If and when the U.S. Department of Labor's wages rate schedule may be revised, updated, or amended, such revisions, updates and amendments shall automatically apply for the construction of public works in the City, but shall not be applied or enforced retroactively to any public works project for which a formal agreement has been executed prior to the revision, update or amendment.

Section 3. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section 4. All Ordinances or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance is hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section 5. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 6. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

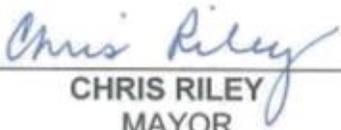
Section 7. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, Texas Government Code, as amended.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEON VALLEY, TEXAS:**

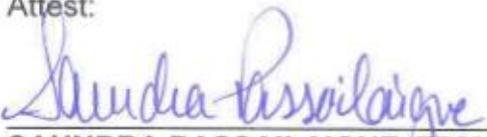
That Ordinance Number 2014-02-10-02 is hereby amended by Ordinance No. 16-005 repealing the replacing the existing ordinance and exhibits.

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Leon Valley this the 16th day of February, 2016.

APPROVED

  
CHRIS RILEY  
MAYOR

Attest:

  
SAUNDRA PASSAILAIGUE, TRMC  
City Secretary

Approved as to Form:

  
ROXANN PAIS COTRONEO  
City Attorney



"General Decision Number: TX20200231 02/14/2020

Superseded General Decision Number: TX20190231

State: Texas

Construction Type: Building

County: Bexar County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020
1	02/14/2020

ASBE0087-014 01/01/2018

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation).....	\$ 22.72	10.02

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 28.00	22.35

ELEC0060-003 06/01/2019

Rates	Fringes
-------	---------

ELECTRICIAN (Communication Technician Only).....\$ 22.55 9%+5.45

\* ELEC0060-004 06/01/2019

Rates Fringes

ELECTRICIAN (Excludes Low Voltage Wiring).....\$ 28.60 18%+5.45

\* ELEV0081-001 01/01/2020

Rates Fringes

ELEVATOR MECHANIC.....\$ 41.90 34.765

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

-----  
ENGI0450-002 04/01/2014

Rates Fringes

POWER EQUIPMENT OPERATOR

Cranes.....\$ 34.85 9.85

-----  
IRON0066-013 06/01/2019

Rates Fringes

IRONWORKER, STRUCTURAL.....\$ 22.70 6.73

-----  
IRON0084-011 06/01/2019

Rates Fringes

IRONWORKER, ORNAMENTAL.....\$ 24.42 7.12

-----  
PLUM0142-009 08/07/2019

Rates Fringes

HVAC MECHANIC

(HVAC Electrical Temperature Control Installation Only).....\$ 30.25 13.36

HVAC MECHANIC (HVAC Unit Installation Only).....\$ 30.25 13.36

PIPEFITTER (Including HVAC Pipe Installation).....\$ 31.05 13.76

Including HVAC Pipe Installation

PLUMBER (Excludes HVAC Pipe Installation).....\$ 31.05 13.76

Excludes HVAC Pipe Installation

SFTX0669-002 04/01/2019

	Rates	Fringes
SPRINKLER FITTER (Fire sprinklers).....	\$ 29.53	21.27

-----  
SHEE0067-004 06/01/2019

	Rates	Fringes
Sheet metal worker		
Excludes HVAC Duct Installation.....	\$ 26.81	16.80
HVAC Duct Installation Only.....	\$ 26.81	16.80

-----  
SUTX2014-006 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 22.15	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 17.83	0.00
CARPENTER (Form Work Only).....	\$ 13.63	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 16.86	4.17
CAULKER.....	\$ 15.00	0.00
CEMENT MASON/CONCRETE FINISHER.....	\$ 22.27	5.30
DRYWALL FINISHER/TAPER.....	\$ 13.81	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 15.18	0.00
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 20.39	3.04
IRONWORKER, REINFORCING.....	\$ 12.27	0.00
LABORER: Common or General.....	\$ 10.75	0.00
LABORER: Mason Tender - Brick.....	\$ 11.88	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.00	0.00
LABORER: Pipelayer.....	\$ 11.00	0.00
LABORER: Roof Tearoff.....	\$ 11.28	0.00
LABORER: Landscape and Irrigation.....	\$ 8.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.98	0.00

OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 14.00	0.00
OPERATOR: Bulldozer.....	\$ 14.00	0.00
OPERATOR: Drill.....	\$ 14.50	0.00
OPERATOR: Forklift.....	\$ 12.50	0.00
OPERATOR: Grader/Blade.....	\$ 23.00	5.07
OPERATOR: Loader.....	\$ 12.79	0.00
OPERATOR: Mechanic.....	\$ 18.75	5.12
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)....	\$ 16.03	0.00
OPERATOR: Roller.....	\$ 12.00	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 13.07	0.00
ROOFER.....	\$ 12.00	0.00
TILE FINISHER.....	\$ 11.32	0.00
TILE SETTER.....	\$ 14.94	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11

-----

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic

violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

**ATTACHMENT B BID FORM**

**PROJECT IDENTIFICATION:**

**City of Leon Valley  
Bid # 2020-06**

**COMMUNITY CENTER UPGRADES**

**THIS BID IS SUBMITTED TO:**

City of Leon Valley  
Public Works Director  
6400 El Verde  
Leon Valley, TX 78238

1.1 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.1 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.1 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by OWNER is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.1 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.1 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

6.1 Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.2 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.1 The following documents are attached to and made a condition of this Bid:

- A. Required Bid Bond;
- B. Required bidder qualifications statement with supporting data.
- C. Evidence of Workers Compensation Insurance

8.1 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on \_\_\_\_\_, 2020.

State Contractor License No. \_\_\_\_\_. (If applicable) If Bidder is:

An Individual

Name (typed or clearly printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(Individual's signature)

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_(SEAL)

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or clearly printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_(SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or clearly printed): \_\_\_\_\_

Title: \_\_\_\_\_  
(CORPORATE SEAL)

Attest \_\_\_\_\_  
(Signature of Corporate Secretary)

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Date of Qualification to do business is \_\_\_\_\_

A Joint Venture

Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or clearly printed): \_\_\_\_\_

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

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or clearly printed): \_\_\_\_\_

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

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Phone, Fax number, email, and mail address for receipt of official communications:

\_\_\_\_\_

\_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**UNIT PRICE BID ITEMS**

**Bid # 2020-06 COMMUNITY CENTER UPGRADES**

**BASE BID**

Amounts are to be shown in both words and numeric figures. In case of discrepancy, the amount shown in words will govern.

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
BB1	MOBILIZATION	1	LS	\$	\$

Price/LS \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
BB2	INSURANCE AND BONDS	1	LS	\$	\$

Price/LS \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
BB3	OVERHEAD & PROFIT	1	LS	\$	\$

Price/LS \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
BB4	DEMOLITION	1	LS	\$	\$

Price/LS \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
BB5	PAINTING	1	LS	\$	\$

Price/LS \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
BB6	INTERIOR CONCRETE RAMP	30	SF	\$	\$

Price/SF \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
BB7	MILLWORK	1	LS	\$	\$

Price/LS \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
BB8	VINYL PLANK FLOORING	980	SF	\$	\$

Price/SF \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
BB9	RESILIENT BASE	557	LF	\$	\$

Price/LF \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
BB10	TOILET COMPARTMENTS	1	LS	\$	\$

Price/LS \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
BB11	TOILET ACCESSORIES	1	LS	\$	\$

Price/LS \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
BB12	PROJECTION SCREENS	1	EA	\$	\$

Price/EA \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
BB13	ALLOWANCE FOR PROJECTORS	1	EA	\$	\$5,000.00

Price/EA Five Thousand  
dollars  
and Zero cents

Total Price Five Thousand  
dollars  
and Zero cents

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
BB14	MECHANICAL	1	LS	\$	\$

Price/LS \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
BB15	ELECTRICAL	1	LS	\$	\$

Price/LS \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
BB16	PLUMBING	1	LS	\$	\$

Price/LS \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
BB17	KITCHEN EQUIPMENT (INSTALLATION ONLY)	1	LS	\$	\$

Price/LS \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

**ADD ALTERNATE #1 BID**

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
AA1.1	OVERHEAD & PROFIT	1	LS	\$	\$

Price/LS \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
AA1.2	PRESSURE WASHING	1	LS	\$	\$

Price/LS \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
AA1.3	PAINT EXISTING STUCCO	1	LS	\$	\$

Price/LS \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
AA1.4	JOINT SEALANT	26	LF	\$	\$

Price/LF \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
AA1.5	DOWNSPOUTS	8	EA	\$	\$

Price/EA \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
AA1.6	CONCRETE SPLASH BLOCKS	8	EA	\$	\$

Price/EA \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
AA1.7	STUCCO ON METAL LATH & WEATHER BARRIER	850	SF	\$	\$

Price/SF \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
AA1.8	ROOF FLASHING	40	LF	\$	\$

Price/LF \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
AA1.9	TREE TRIMMING	1	LS	\$	\$

Price/LS \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
AA1.10	ELECTRICAL	1	LS	\$	\$

Price/LS \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

**ADD ALTERNATE #2 BID**

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
AA2.1	OVERHEAD & PROFIT	1	LS	\$	\$

Price/LS \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
AA2.2	BALLROOM VINYL PLANK FLOORING	5,322	SF	\$	\$

Price/SF \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

jack plate boat batteryre

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
AA2.3	ACOUSTICAL CEILING TILE TO MATCH EXISTING	30	EA	\$	\$

Price/EA \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
AA2.4	PAINTING	1	LS	\$	\$

Price/LS \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
AA2.5	WOOD CHAIR RAILING	53	LF	\$	\$

Price/LF \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE
AA2.6	ELECTRICAL	1	LS	\$	\$

Price/LS \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Total Price \_\_\_\_\_  
dollars  
and \_\_\_\_\_ cents

Amounts are to be shown in both words and numeric figures.

In case of discrepancy, the amount shown in words will govern.

**Total Base Bid:** \_\_\_\_\_

\_\_\_\_\_ Dollars

and \_\_\_\_\_ cents

**Add Alternate #1 Bid:** \_\_\_\_\_

\_\_\_\_\_ Dollars

and \_\_\_\_\_ cents

**Add Alternate #2 Bid:** \_\_\_\_\_

\_\_\_\_\_ Dollars

and \_\_\_\_\_ cents

**ATTACHMENT C BID BOND**

BIDDER (Name and Address):

---

---

---

SURETY (Name and Address of Principal Place of Business):

---

---

---

OWNER (Name and Address):

City of Leon Valley  
6400 El Verde  
Leon Valley, TX 78238

BID

BID DUE DATE: 2:00 p.m., September 1, 2020

City of Leon Valley

BID #2020-06

COMMUNITY CENTER UPGRADES

BOND

BOND AMOUNT: 5% of the total bid price.

BOND NUMBER: \_\_\_\_\_

DATE (not later than Bid due date): \_\_\_\_\_

PENAL SUM: \_\_\_\_\_ (Words) \_\_\_\_\_ (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(SEAL)  
Bidder's Name and Corporate Seal

(SEAL)  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.  
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

3.2 All Bids are rejected by OWNER, or

3.3 OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

## ATTACHMENT D STANDARD FORM OF AGREEMENT

### BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the City of Leon Valley (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### 1 - WORK

1.1 CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The Work is generally described as follows: **BID #2020-06 COMMUNITY CENTER UPGRADES**

#### 2 - THE PROJECT

2.1 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

##### BASE BID:

Replace existing flooring throughout the facility except as otherwise noted. Install new lay-in ceiling tiles to replace removal of A/C return air grilles. Clean, repair and paint exterior stucco. Cut back trees that are too close to building. Re-paint interior and exterior metal doors. Replace stucco on South "add-on". Replace flashing at South "add-on" roof transition to main building wall. Provide power and data drops for new ceiling mounted projector and powered projection screen. Upgrade the existing Men's and Women's restrooms. Upgrade existing Kitchen to full commercial type with new countertops and commercial equipment. Replace all existing fluorescent lighting with new LED light fixtures. Replace all existing ceiling fans and lights at the outdoor patio.

##### ALTERNATE #1 BID:

New flooring as scheduled in Ballroom.

#### 3 - OWNER

3.1 The Project has been designed by OWNER.

#### 4 - CONTRACT TIMES

4.1 Time is of the Essence

All time limits for Substantial Completion and completion, and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2 Dates for Substantial Completion and Final Payment

The Work will be substantially completed within 90 days after issuance of a Notice to Proceed and completed and ready for final payment within 120 days after the issuance of a Notice to Proceed.

## 5 - CONTRACT PRICE

5.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined below:

A. For all Work, at the prices stated in CONTRACTOR's Bid, for the alternatives or base bid indicated in the Notice of Award.

B. As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by CONTRACTOR as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.

C. STATEMENT OF MATERIALS AND OTHER CHARGES: For the purposes of complying with the Texas Tax Code, this contract shall be a separate contract. Separate prices for materials and services shall be provided by the CONTRACTOR upon award as provided.

D. The OWNER shall pay the CONTRACTOR for the proper performance of the contract, subject to additions and deductions provided herein.

E. CONTRACTOR hereby acknowledges and understands that this is a "separate contract" pursuant to recently enacted legislation contained in Texas Administrative Code Title 34, I, 3, O, paragraph 3.291. The following amount of money represents that part of the total contract price representative of the value of tangible personal property to be physically incorporated into the project reality:

\$ \_\_\_\_\_.

## 6 - PAYMENT PROCEDURES

### 6.1 Submittal and Processing of Payments

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

### 6.2 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 20th day of each month during performance of the Work as provided below. All such payments will be measured by the schedule of values established in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

B. The amount of the payment due the CONTRACTOR shall be determined by adding the total value of work completed to date and deducting of:

1. Ten percent (10%) of the total amount, to be retained by the OWNER until the final payment, and
2. The amount of all previous payments.

The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The estimate may include the value of materials delivered on the ground but not incorporated into the work.

C. Monthly or partial payments made by OWNER to CONTRACTOR are monies for the purpose of assisting CONTRACTOR to expedite the work of construction. The CONTRACTOR shall be responsible for the care and protection of all material and work upon which payments have been made until final acceptance of such work and materials by the OWNER. Such payments shall not constitute a waiver of the right of the OWNER to require the fulfillment of all terms of the agreement and the delivery of all improvements embraced in the agreement, complete and satisfactory to the OWNER in all details.

D. No payment application except the final request will be made for a sum less than Five Hundred Dollars (\$500). It is understood that all payment applications are approximate only and payment shall be subject to correction in subsequent payment applications if any error is discerned.

E. Contractor shall provide a completed IRS form W-9 to the City **BEFORE** any payment is made. The completed W-9 may be submitted in person or may be emailed to the Accounts Payable office at [ap@leonvalleytexas.gov](mailto:ap@leonvalleytexas.gov) with "W-9 from (*insert vendor name*) for Grass Hill Generator Bid". Once the contract is awarded by Council, you may submit your W-9 immediately. Failure to submit a completed W-9 will delay payment. A blank W-9 is available here: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.

### 6.3 Final Payment

Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as provided.

## 7 - INTEREST

7.1 All moneys not paid when due as provided in the General Conditions shall bear interest at the rate of 0 % per annum.

## 8 - CONTRACTOR'S REPRESENTATIONS

8.1 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in the General Conditions.
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. For the purpose of complying with the Texas Tax Code, this contract shall be a separate contract. The OWNER shall pay the CONTRACTOR for the proper performance of the contract, subject to additions and deductions therein, the contract sum as provided on the Bid Form.

## 9 - CONTRACT DOCUMENTS

### 9.1 Contents

#### A. The Contract Documents consist of the following:

1. Instruction to Bidders
2. Bid Bonds
3. This Agreement
4. Performance Bond
5. Payment Bond
6. General Conditions
7. Supplementary Conditions
8. Special Supplementary Conditions
9. Special Conditions
10. Specifications as listed in the table of contents of the Project Manual
11. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive)
12. Exhibits to this Agreement (enumerated as follows):
  - a. Notice to Proceed
  - b. CONTRACTOR's Bid;
  - c. Documentation submitted by CONTRACTOR prior to Notice of Award;
    - i. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
      - a. Written Amendments;
      - b. Work Change Directives;
      - c. Change Order(s).
    - ii. The documents listed are attached to this Agreement (except as expressly noted otherwise above).
    - iii. There are no Contract Documents other than those listed above.
    - iv. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## 10 - MISCELLANEOUS

10.1 *Terms* - Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.2 *Assignment of Contract* - No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.3 *Successors and Assigns:*

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.4 *Severability*

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER: City of Leon Valley

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices:

Address for giving notices:

City of Leon Valley

\_\_\_\_\_

6400 El Verde

\_\_\_\_\_

Leon Valley, Texas 78238

\_\_\_\_\_

Designated Representative:

Designated Representative:

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

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

Title: City Manager

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

Address: 6400 El Verde

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

Leon Valley, Texas 78238

\_\_\_\_\_

Phone: (210) 684-1391

Phone: \_\_\_\_\_

Facsimile: (210) 684-4476

Facsimile: \_\_\_\_\_

**ATTACHMENT E NOTICE TO PROCEED**

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

TO: \_\_\_\_\_

(CONTRACTOR)

ADDRESS: \_\_\_\_\_

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

Contract: BID #2020-06 COMMUNITY CENTER UPGRADES

Project: BID #2020-06 COMMUNITY CENTER UPGRADES

OWNER'S CONTRACT NO. 2020-06

You are notified that the Contract Times under the above contract will commence to run on \_\_\_\_\_. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement the date of Substantial Completion is \_\_\_\_\_ and the date of readiness for final payment is \_\_\_\_\_. Before starting any Work at the Site, the General Conditions provides that you and Owner must each deliver to the other certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents. Also, before you may start any Work at the Site, you must:

Attend Preconstruction Conference and give Owner actual notice of start. Provide new Insurance certificate prior to expiration of current insurance.

City of Leon Valley

By: \_\_\_\_\_

(AUTHORIZED SIGNATURE)

Title: City Manager

**ATTACHMENT F PERFORMANCE BOND**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

**SURETY (Name and Address of Principal Place of Business):**

**OWNER (Name and Address):**

*City of Leon Valley  
6400 El Verde  
Leon Valley, Texas 78238  
(210) 684-1391 ext. 222*

**DESCRIPTION (Name and Location):**

BID #2020-06 COMMUNITY CENTER UPGRADES

**CONTRACT**

Date:

Amount:

**BOND**

Bond Amount: 100%

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL (Corp. Seal)

SURETY (Corp. Seal)

Company:

Company:

Signature:

Signature:

Name and Title:

Name and Title:

(Attach Power of Attorney)

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences.
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
  - 3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
  - 3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided; and
  - 3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
    - 3.3.1. The Surety in accordance with the terms of the Contract;
    - 3.3.2. Another contractor selected to perform the Contract.
4. When the OWNER has satisfied the conditions, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
  - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;
    - 4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or
    - 4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety; and

6.3. Liquidated damages will be \$500.00 PER DAY caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by

the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

**ATTACHMENT G PAYMENT BOND**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**                      **SURETY (Name and Address of Principal Place of Business):**

**OWNER (Name and Address):**

*City of Leon Valley  
Office of the Purchasing Agent  
6400 El Verde  
Leon Valley, Texas 78238 (210) 684-1391*

**CONTRACT**

BID #2020-06 COMMUNITY CENTER UPGRADES

**PROJECT**

BID #2020-06 COMMUNITY CENTER UPGRADES

**BOND**

Bond Amount: 100%  
Date (Not earlier than Contract Date): Amount:  
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL (Corp. Seal)**                      **SURETY**    **(Corp Seal)**  
Company:    Company:  
  
Signature:    Signature:  
Name and Title:    Name and Title:  
(Attach Power of Attorney)  
(Space is provided below for signatures of additional parties, if required.)

**CONTRACTOR AS PRINCIPAL (Corp. Seal)**                      **SURETY**    **(Corp Seal)**  
Company:    Company:  
  
Signature:    Signature:  
Name and Title:    Name and Title:  
(Attach Power of Attorney)

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with the CONTRACTOR:
    - A. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    - B. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
    - C. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
    - D. If a notice required is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.
5. When the Claimant has satisfied the conditions, the Surety shall promptly and at the Surety's expense take the following actions:
  - 5.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 5.2. Pay or arrange for payment of any undisputed amounts.
6. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
7. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all

funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

8. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

9. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

10. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

13. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 14. DEFINITIONS

14.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

14.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

14.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.



11. What equipment do you own that is available for the proposed work?  
(Description, Quantity, Capacity, Size, Years in Service, Present Condition, Location)

12. Have you received firm offers from suppliers or manufacturers for all major items  
of material and/or equipment within the price totals used in preparing your proposal?

Yes

No

Credit Available: \$ \_\_\_\_\_ Bank Reference: \_\_\_\_\_

Bonding capacity available: \$ \_\_\_\_\_

The undersigned hereby authorizes and requests any person, firm or corporation to  
furnish any information requested by the Owner in verification of the recitals comprising  
this Bidders Disclosure Statement. The signatory of this questionnaire guarantees the  
truth and accuracy of all statements herein made and all answers herein expressed.

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

By: \_\_\_\_\_

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public

My commission expires:

## ATTACHMENT I TERMS & CONDITIONS

THE CONTRACTOR SHALL MAINTAIN THE FOLLOWING INSURANCE:

1. Workers' Compensation Insurance Coverage.

The insurance carrier shall be an admitted carrier in the State of Texas.

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Person's providing services on the project ("subcontractor" in section 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project.

"Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided services on the project for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to performs as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be a provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting or classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of the notice of breach from the governmental entity.

## 2. Comprehensive General Liability Insurance

This insurance shall:

A. Be in an amount not less than \$1,000,000 per occurrence, with a deductible of not more than \$2,500;

B. Include coverage for the liability assumed by the Contractor under Item F. (Indemnity);

C. Include completed operation coverage which is to be kept in force by the Contractor for a period of not less than one year after the completion of the work provided for or performed under these specifications;

D. Not be subject to any of the special property damage liability exclusions commonly referred to as the XCU exclusions pertaining to blasting or explosion, collapse, or structural damage and underground property;

E. Not be subject to any exclusion of property used by the insured or property in the case, custody or control of the insured or property as to which the insured for any purpose is exercising physical control;

F. In naming the City of Leon Valley as an additional insured on your comprehensive General Liability Insurance, the following words apply:

“Contractor shall defend, indemnify and hold harmless the City of Leon Valley, its agents and employees from and against any liability, loss, cost and expense (“Liability”) claimed by a third party (including reasonable attorney’s fees and cost of defense) resulting from Contractor’s performance of the Work to the extent that such Liability:

(1) is attributable to bodily injury, sickness, disease or death, or to the injury to or destruction of tangible personal property; and,

(2) is caused or contributed to by any neglect or fault of Contractor, its subcontractors, or their respective employees.

Where liability is attributable to the joint negligence or fault of Contractor and any other person (including Owner), Contractor’s duty of indemnification shall be limited to Contractor’s allocable share of such joint negligence or fault.”

G. The Insurance company must have as a minimum a current A.M. Best rating of A.

3. Comprehensive Automobile Liability in the following amounts:

Bodily Injury	\$1,000,000 per person
	\$3,000,000 per accident
Property Damage	\$300,000 per accident

4. General Requirements for Insurance Coverage

A. The Certificate of Insurance furnished by the Contractor shall show by specific reference that each of the foregoing items have been provided for;

B. Certificates of Insurance required for each copy of the agreement which specifically set forth evidence of all required coverage will be filed with the City prior to the City’s execution of the contract. Worker’s Compensation Insurance coverage must be provided to the City prior to the City’s award of the contract.

C. The Certificates of Insurance furnished by the contractor as evidence of the Insurance maintained by the contractor will include a clause obligating the Insurer to give the City of Leon Valley ten (10) days prior written notice of cancellation or any material change in the insurance coverage.

D. Waiver of Subrogation: The City of Leon Valley and the Contractor waive all rights and the rights of their respective insurance companies against each other for damages caused by fire or other perils to the extent such damages are covered by property insurance purchased by either party.

5. Anti-Discrimination in Employment

A. The contractor (successful bidder) and/or any subcontractor(s), if permitted, certifies complete compliance with the Federal Civil Rights Law and the Americans with Disabilities Act, agreeing to non-discrimination based on race, age, color, religion, disability, gender, ancestry, national origin, or place of birth in employment practices, programs and services shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other compensation; and selection for training, including apprenticeship.

B. The contractor shall in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, disability, gender, ancestry, national origin, or place of birth.

C. Upon request by the City of Leon Valley, the contractor shall furnish all information or reports required to investigate his/her payrolls and personnel records which pertain to current contract(s) with the City for purposes of ascertaining compliance with this non-discrimination certification.

6. General Independent Contractor Clause

This agreement does not create an employer relationship between the parties. It is the parties' intention that the contractor will be an independent contractor and not the City of Leon Valley employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Texas workers' compensation law and Texas unemployment insurance law. The contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the contractor's activities and responsibilities hereunder. The contractor agrees that it is a separate and independent enterprise from the City of Leon Valley, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the contractor and the City of Leon Valley and the City of Leon Valley will not be liable for any obligation incurred by the contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

7. Hot Goods Clause

The bidder hereby agrees that in the execution of the work he or she will comply with all applicable provisions of Sections 6, 7, and 12 of the Fair Labor Standards Act of 1938, as

amended, and that there will be no violations of the "hot goods" or "hot cargo" provisions of the Act involving restrictions on the use of underage employees.

8. Fire Safety

The contractor shall comply with all City regulations including those regarding Fire Safety. In this regard he shall comply with all instructions of the City Fire Marshall during the course of the work.

9. Hazard Communications Act

In compliance with Article 5182b, Texas Revised Civil Statutes, all employers are required to train and educate employees on the safe use and handling of hazardous materials that employees may be exposed to in the work place. The City of Leon Valley's Fire Chief is designated as the City's HazComm Officer. Contractors of the City are also required to comply with the requirements of this Act.

Contractors are entitled to a copy of the City's workplace chemical list to which the contractor, its employees and agents may be exposed to in the workplace. Contractors are also entitled to a copy of all MSDS sheets for any hazardous chemicals which the City may have in the work place. Contractors have the obligation to inform its employees and agents of all of these requirements. Contractor shall furnish the City with the MSDS sheets for any hazardous chemical brought into the City workplace that City employees will have exposure to. Contractors shall sign the Attachment 5, "Hazard Communications Contractor Acknowledgment" certifying receipt of this information.

10. FIRE SAFETY

The contractor shall comply with all City regulations including those regarding Fire Safety. In this regard, he shall comply with all instructions of the City Fire Marshall during the course of the work.

**ATTACHMENT J HAZARD COMMUNICATIONS**

**CONTRACTOR ACKNOWLEDGMENT**

IT IS HEREBY UNDERSTOOD AND AGREED THAT \_\_\_\_\_  
\_\_\_\_\_, a Contractor under Contract dated the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_

with the City of Leon Valley has received from the City notice of the Contractor's rights under the Texas Hazards Communications Act, the chemical list and material safety data sheets for hazardous chemicals that will be present in the City work area.

\_\_\_\_\_  
Contractor with the City of Leon Valley, understands our obligation to inform our employees and agents of the information provided. Material safety data sheets have been received for the following chemicals.

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

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

NAME OF AUTHORIZED AGENT: \_\_\_\_\_

TITLE OF AUTHORIZED AGENT: \_\_\_\_\_

SIGNATURE OF AUTHORIZED AGENT: \_\_\_\_\_

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

**ATTACHMENT K CONFLICT OF INTEREST QUESTIONNAIRE**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <p style="text-align: center;">                     _____                      Signature of vendor doing business with the governmental entity                 </p> <p style="text-align: right; margin-right: 100px;">                     _____                      Date                 </p>		

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a)**: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B)**:

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**ATTACHMENT L      FORM 1295 - TEXAS ETHICS COMMISSION**

**This document is available on-line at the following link:**

<https://www.ethics.state.tx.us/forms/1295.pdf>

**NOTE:** The successful vendor, upon award of contract by City Council, shall file Form 1295 with the Texas Ethics Commission and supply a completed copy to the Purchasing Agent within one week. This form must be filed on-line at <https://www.ethics.state.tx.us/forms/1295.pdf>.

**TECHNICAL SPECIFICATIONS**

**SECTION TS – COMMUNITY CENTER UPGRADES**

## TECHNICAL SPECIFICATIONS

DIVISION 01	GENERAL REQUIREMENTS
SECTION	
01 21 00	Allowances
01 23 00	Alternates
01 31 00	Project Management & Coordination
01 33 00	Submittal Procedures
01 35 16	Alteration Project Procedures
01 42 16	Definitions
01 42 19	Reference Standards
01 45 00	Quality Control
01 50 00	Temporary Facilities & Controls
01 60 00	Product Requirements
01 70 00	Execution & Closeout Requirements
01 73 29	Cutting & Patching
DIVISIONS 02 - 05	(NOT USED)
DIVISION 06	WOOD, PLASTICS AND COMPOSITES
SECTION	
06 10 00	Rough Carpentry
06 20 00	Finish Carpentry
06 41 16	Plastic-Laminate-Clad Architectural Cabinets
DIVISION 07	THERMAL AND MOISTURE PROTECTION
SECTION	
07 25 00	Weather Barriers
07 62 00	Sheet Metal Flashing & Trim
07 71 00	Roof Specialties
07 90 00	Joint Protection
DIVISION 08	(NOT USED)
DIVISION 09	FINISHES
SECTION	
09 21 13	Plaster Assemblies
09 65 13.13	Resilient Base
09 65 19.23	Vinyl Tile Flooring
09 91 00	Painting
DIVISION 10	SPECIALTIES
SECTION	
10 21 13	Toilet Compartments
10 28 13	Toilet Accessories
DIVISION 11	EQUIPMENT
SECTION	
11 52 13	Projection Screens

END OF SECTION

## SECTION 01 21 00

### ALLOWANCES

#### PART 1 - GENERAL

- 1.1 Related Requirements Specified Elsewhere:
  - A. Specification Sections referenced under each allowance.
  - B. Specification Sections 2 through 48 for items of work covered by allowances.
  - C. Specification Sections included in drawings.
  
- 1.2 Projector Allowance:
  - A. Use monies in Projector Allowance as required & where indicated in specifications and/or drawings.
  - B. Include in Bid for inclusion in contract sum, Projector Allowance of \$(5,000.00).
  - C. Amount of the Allowance includes:
    - 1. Products
    - 2. Labor
    - 3. Transportation
    - 4. Equipment Rental
    - 5. Other direct expenses
  - D. Monies remaining in Projector Allowance, at close of project, is to be credited to owner by Change Order and/or credited to other Change Order items as directed by Architect/Engineer.
  
- 1.3 Selection of Products:
  - A. Architect's/Engineer's duties:
    - 1. Consult with contractor in consideration of products and supplies.
    - 2. Make selection, designate products to be used.
    - 3. Notify Contractor, in writing, designating:
      - a. Product model and finish.
      - b. Accessories and attachments.
      - c. Approved supplier.
      - d. Cost, delivered and unloaded at site.
  - B. Contractor's duties:
    - 1. Assist Architect/Engineer in determining qualified suppliers
    - 2. Obtain proposals from suppliers when requested by Architect/Engineer.
    - 3. Make recommendations for consideration by Architect/Engineer.
    - 4. Notify Architect/Engineer of any effect anticipated by selection of product or supplier under consideration.
      - a. Construction schedule.
      - b. Contract sum.
  
- 1.4 Delivery:
  - A. Contractor's responsibility:
    - 1. Arrange for delivery and unloading.
    - 2. Promptly inspect products for damage or defects.
    - 3. Submit claims for transportation damage.
  
- 1.5 Installation:
  - A. Comply with requirements of referenced specifications section.
  
- 1.6 Adjustment of Costs:

- A. Do not expend allowance without written direction from Architect/Engineer.
- B. Do not exceed allowance without Architect's/Engineer's approval.
- C. Should actual approved purchase cost be more or less than specified amount of allowance, contract sum will be adjusted by change order equal to amount of difference.
- D. For products specified under unit cost allowance the unit costs applies to quantity used.
  - 1. Submit invoices or other data to substantiate quantity actually used.

END OF SECTION

## SECTION 01 23 00

### ALTERNATES

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. To enable the Owner to compare total costs where alternate materials and methods might be used. Alternates have been established as described in this Section of these Specifications.
- B. Documentation of changes to Contract Sum/Price and Contract Time.

##### 1.2 RELATED SECTIONS

- A. Section 01 33 00 – Submittal Procedures: Work schedule affected by Alternates.
- B. Section 01 60 00 – Product Requirements: Product options and substitutes.

##### 1.3 REQUIREMENTS

- A. Alternate 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 SELECTION AND AWARD OF ALTERNATES

- A. Indicate variation of Bid Price to Alternates described below and list in Bid Form Documents or any supplement to it, which requests a 'difference' in Bid Price by adding to or deducting from the Base Bid price.
- B. The Owner will accept or reject any alternate(s) based on its own best interests.

##### 1.5 SCHEDULE OF ALTERNATES

###### A. ADD ALTERNATE NO. 1: (Exterior Work)

- 1. Tree trimming.
- 2. Replace 40 linear feet of roof flashing.
- 3. Replace 850 square feet of stucco @ existing storage addition.
- 4. Replace 8 downspouts & Install 8 new splash blocks.
- 5. Pressure wash and paint existing stucco.
- 6. Replace 6 wall mounted security light fixtures.

###### B. ADD ALTERNATE NO. 2: (Interior Work)

- 1. Install 5, 322 square feet of new Ballroom Flooring. Prepare existing concrete floor for new Vinyl Plank flooring as specified in Section 09 65 19.23 Vinyl Tile Flooring.
- 2. Paint existing walls in Ballroom.
- 3. Add approximately 53 feet of wood chair railing in Ballroom.
- 4. Replace existing lighting with new lighting in Ballroom 100, Mech/Elec 107 & Storage 108.
- 5. Replace damaged acoustical ceiling tiles in Ballroom.

#### PART 2 PRODUCTS

- 2.1 Not Used.

#### PART 3 EXECUTION

##### 3.1 ADVANCE COORDINATION

Immediately after award of the Contract, or as soon thereafter as the Owner has made a

decision if Alternates will be selected, thoroughly and clearly advise all necessary personnel and suppliers as to the nature and extent of Alternates selected by the Owner. Use all means necessary to alert those personnel and suppliers involved as to all changes in the Work caused by the Owner's selection or rejection of Alternates.

END OF SECTION

## SECTION 01 31 00

### PROJECT MANAGEMENT AND COORDINATION

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Coordination.
- B. Field engineering.
- C. Cutting and patching.
- D. Preconstruction conference.
- E. Site mobilization conference.
- F. Progress meetings.
- G. Pre-installation conferences.

##### 1.2 COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting, and placing in service, such equipment.
- C. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and cleanup of Work of separate Sections in preparation for Substantial Completion.
- F. 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.

##### 1.3 CUTTING AND PATCHING

- A. Refer to Section 01 73 29.

##### 1.4 PRECONSTRUCTION CONFERENCE

- A. Owner will schedule a conference after Notice of Award.
- B. Attendance Required: Owner, Engineer/Architect, and Contractor, and major subcontractors.
- C. Agenda:
  - 1. Distribution of Contract Documents.
  - 2. Submission of list of Subcontractors, list of products, Schedule of Values, and progress schedule.
  - 3. Designation of personnel representing the parties in Contract, and the Engineer/Architect.
  - 4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract

- closeout procedures.
- 5. Scheduling.

1.5 SITE MOBILIZATION CONFERENCE

- A. Engineer/Architect may schedule a conference at the Project site prior to Contractor occupancy.
- B. Attendance Required: Owner, Engineer/Architect, and Contractor Contractor's Superintendent, and major Subcontractors.
- C. Agenda:
  - 1. Use of premises by Owner and Contractor.
  - 2. Owner's requirements.
  - 3. Construction facilities and controls.
  - 4. Temporary utilities.
  - 5. Survey and building layout.
  - 6. Security and housekeeping procedures.
  - 7. Schedules.
  - 8. Procedures for testing.
  - 9. Procedures for maintaining record documents.
  - 10. Requirements for start-up of equipment.
  - 11. Inspection and acceptance of equipment put into service during construction period.

1.6 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work as determined by the Engineer/Architect.

1.7 PREINSTALLATION CONFERENCES

- A. When required in individual specification Section, convene a pre-installation conference at work site prior to commencing work of the Section. Obtain final confirmation of Engineer/Architect for necessity of meeting.
- B. Require attendance of parties directly affecting, or affected by, work of the specific Section.
- C. Notify Engineer/Architect four days in advance of meeting date.
- D. Review conditions of installation, preparation and installation procedures, and coordination with related work.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

## SECTION 01 33 00

### SUBMITTAL PROCEDURES

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Product and Design data.
- D. Shop Drawings.
- E. Samples.
- F. Test reports.
- G. Certificates.
- H. Manufacturer's instructions.
- I. Manufacturer's field reports.
- J. Erection Drawings.
- K. Operation and Maintenance Manuals
- L. Other submittals.
- M. Contractor review.
- N. Architect/Engineer review.

##### 1.2 SUBMITTAL PROCEDURES

- A. Scheduling and Handling
  1. Contractor shall identify all critical path items and schedule submittals sufficiently in advance of the need for the material or equipment to expedite Project construction. Provide submittals on the critical path (i.e. long lead) items as soon as possible to avoid impacting or delaying construction schedule. Coordinate submission of related items.
  2. Develop a submittal schedule that allows sufficient time for initial review, correction, resubmission and final review of all submittals. Allow time for fabrication, purchase, testing, and delivery of material or equipment once submittal is approved.
  3. The Architect/Engineer will review and return submittals to the Contractor as expeditiously as possible but the amount of time required for review will vary depending on the complexity and quantity of data submitted. For each submittal for review, allow 15 calendar days excluding delivery time to and from Contractor/Architect/Engineer. This time for review shall in no way be justification for delays or additional compensation to the Contractor.
  4. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
  5. Submittals not requested will not be recognized nor processed.
  6. Incomplete, improperly packaged, and submittals from sources other than the Contractor will not be accepted or reviewed. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Architect/Engineer.
- B. Transmittal Form and Numbering
  1. Transmit each submittal with Transmittal Letter. Group submittals of related products in a single submission but each submittal shall only contain related types of work, material, product, or equipment. Unrelated mixed/combined submittals will not be accepted.
  2. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
  3. Identify: Date, Project Name and Number, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.
  4. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of

information is according to requirements of the Work and Contract Documents, except as noted by any requested variance.

5. Identify any deviations from the Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
6. Allow space on submittals for Contractor and Architect/Engineer review stamps.
7. When revised for resubmission, identify changes made since previous submission.

### 1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. At least 3 days prior to the pre-construction conference, submit preliminary construction schedule defining planned operations for the Work.
- B. At least 3 days prior to the scheduled construction meeting, submit updated construction progress schedule.
- C. Construction Progress Schedule shall include:
  1. Overall percent complete, projected and actual.
  2. Completion progress by listed activity and sub-activity, to within 5 days prior to submittal.
  3. Changes in Work scope and activities modified since submittal.
  4. Delays in submittals or resubmittals, deliveries, or Work.
  5. Adjusted or modified sequences of Work.
  6. Other identifiable changes.
  7. Revised projections of progress and completion.
- D. Narrative Progress Report:
  1. Submit with each monthly submission of construction progress schedule.
  2. Summary of Work completed during the past period between reports.
  3. Work planned during the next period.
  4. Explanation of differences between summary of Work completed and Work planned in previously submitted report.
  5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones.
  6. Corrective action taken or proposed.
- E. If included in contract documents, comply with Section 01 32 16 - Construction Progress Schedule.

### 1.4 PRODUCT AND DESIGN DATA

- A. Submit to Architect/Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents. Provide product and design data such as manufacturer's brochures, catalog pages, illustrations, diagrams, tables, performance charts, and other material which describe appearance, size, attributes, code and standard compliance, ratings, and other product characteristics. Provide all critical information such as design strengths, mixes, reference standards, performance characteristics, capacities, power requirements, wiring and piping diagrams, controls, component parts, finishes, dimensions, and required clearances.
- B. Where required by specification sections provide basic calculations, analyses, and data to support design decisions and demonstrate compliance with specified requirements. State assumptions and define parameters. Give general formulas and references. Provide sketches as required to illustrate design method and application. Arrange calculations and data in a logical manner with suitable text to explain assumptions, procedures and order. Indicate name, title, and telephone number of individual performing design and include Professional Architect/Engineer's seal, registered in the state the project is located in, where applicable or required.
- C. Submit one (1) electronic submittals via email as PDF electronic files.
- D. Mark submittal to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- E. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

## 1.5 SHOP DRAWINGS

- A. Submit to Architect/Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a Professional Architect/Engineer, registered in the state the Project is located, responsible for designing components shown on Shop Drawings.
  - 1. Include signed and sealed calculations to support design.
  - 2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
  - 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. Submit one (1) electronic PDF submittal via email to Architect/Engineer.

## 1.6 SAMPLES

- A. Submit to Architect/Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Include full range of manufacturer's standard finishes, indicating colors, textures, finishes and patterns for Architect/Engineer's selection. Coordinate Sample submittals for interfacing work.
- C. Include identification on each Sample, with full Project information.
- D. Submit number of Samples specified in individual Specification Sections; Architect/Engineer will retain one (1) Sample.

## 1.7 TEST REPORTS

- A. Submit reports for Architect/Engineer's knowledge as Contract administrator or for Owner.
- B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

## 1.8 CERTIFICATES

- A. Submit certification of compliance by manufacturer, installation/application Subcontractor, or Contractor to Architect/Engineer.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Architect/Engineer.

## 1.9 MANUFACTURER'S INSTRUCTIONS

- A. Submit manufacturer's installation instructions for Architect/Engineer's knowledge as Contract administrator or for Owner.
- B. Submit printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing, to Architect/Engineer.
- C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

## 1.10 MANUFACTURER'S FIELD REPORTS

- A. Submit reports for Architect/Engineer's knowledge as Contract administrator or for Owner.
- B. Submit report within 5 days of observation to Architect/Engineer for information.
- C. Submit reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

## 1.11 ERECTION DRAWINGS

- A. Submit Drawings for Architect/Engineer's knowledge as Contract administrator or for Owner.

- B. Submit Drawings for information assessing conformance with information given and design concept expressed in Contract Documents.
  - C. Data indicating inappropriate or unacceptable Work may be subject to action by Architect/Engineer or Owner.
- 1.12 OPERATIONS AND MAINTENANCE MANUALS
- A. Where required by specification section 01 70 00 - Execution and Closeout Requirements, provide operation and maintenance manuals.
- 1.13 OTHER SUBMITTALS
- A. Closeout Submittals: Comply with Section 01 70 00 - Execution and Closeout Requirements.
- 1.14 CONTRACTOR REVIEW
- A. Review for compliance with Contract Documents and approve submittals before transmitting to Architect/Engineer.
  - B. Contractor shall be responsible for:
    1. Determination and verification of materials including manufacturer's catalog numbers.
    2. Determination and verification of field measurements and field construction criteria.
    3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
    4. Determination of accuracy and completeness of dimensions and quantities.
    5. Confirmation and coordination of dimensions and field conditions at Site.
    6. Construction means, techniques, sequences, and procedures.
    7. Safety precautions.
    8. Coordination of submittals to avoid conflicts between various items of Work and performance of Work of all trades.
  - C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.
  - D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Architect/Engineer.
- 1.15 ARCHITECT/ENGINEER REVIEW
- A. The Architect/Engineer's review of submittals covers only general conformity to the Drawings and Specifications. The Contractor is responsible for quantity determination and no quantities will be verified by the Architect/Engineer. The Contractor is responsible for any errors, omissions, or deviations from the Contract Documents and Architect/Engineer's review of submittals in no way relieves the Contractor from his obligation to furnish required items according to the Drawings and Specifications. No material or equipment shall be incorporated into the Work or included in monthly pay requests until submittal has been reviewed and approval has been obtained in the specified manner.
  - B. Do not make "mass submittals" to Architect/Engineer. "Mass submittals" are defined as six (6) or more submittals or items in one day or twelve (12) or more submittals or items in one week. If "mass submittals" are received, Architect/Engineer's review time stated above will be extended as necessary to perform proper review. Architect/Engineer will review "mass submittals" based on priority determined by Engineer/Architect after consultation with Owner and Contractor.
  - C. Informational submittals and other similar data are for Architect/Engineer's information, do not require Architect/Engineer's responsive action, and will not be reviewed or returned with comment.
  - D. Submittals made by Contractor that are not required by Contract Documents may be returned without action.
  - E. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order.
  - F. Owner may withhold monies due to Contractor to cover additional costs beyond the second submittal review.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

## SECTION 01 35 16

### ALTERATION PROJECT PROCEDURES

#### PART 1 - GENERAL

##### 1.1 SECTION INCLUDES

- A. Products and installation for patching and extending Work.
- B. Transition and adjustments.
- C. Repair of damaged surfaces, finishes, and cleaning.

##### 1.2 RELATED SECTIONS

- A. Section 01 31 00 – Project Management and Coordination: Work sequence, owner occupancy, and maintenance of utility services. Cutting and patching.
- B. Section 01 50 00 - Temporary Facilities and Controls: Temporary enclosures, protection of installed work, and cleaning during construction.

#### PART 2 - PRODUCTS

##### 2.1 PRODUCTS FOR PATCHING AND EXTENDING WORK

- 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.

#### PART 3 - EXECUTION

##### 3.1 EXAMINATION

- A. Verify that demolition is complete and areas are ready for installation of new Work.
- B. Beginning of restoration Work means acceptance of existing conditions.

##### 3.2 PREPARATION

- A. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- B. 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.
- C. Remove debris and abandoned items from area and from concealed spaces.
- D. Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.
- E. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity. Insulate duct work and piping to prevent condensation in exposed areas.

##### 3.3 INSTALLATION

- A. Coordinate work of alterations and renovations to expedite completion and to accommodate Owner occupancy.
- B. Remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to original condition in accordance with Section 01 73 29.
- C. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes in accordance with Section 01 73 29.

- D. Designated areas, Rooms and spaces, and Finishes: Complete including operational mechanical and electrical work.
- E. In addition to specified replacement of equipment and fixtures restore existing plumbing, ventilation, air conditioning, and electrical systems to full operational condition.
- F. Re-cover and refinish Work that exposes mechanical and electrical work exposed accidentally during the work.
- G. Install Products as specified in individual sections.

#### 3.4 TRANSITIONS

- A. Where new Work abuts or aligns with existing, perform a smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- B. When 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/Engineer.

#### 3.5 ADJUSTMENTS

- A. 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.
- B. Where a change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition for Architect/Engineer review and request instructions from Architect/Engineer.
- C. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.
- D. Fit work at penetrations of surfaces as specified in Section 01 73 29.

#### 3.6 REPAIR OF DAMAGED SURFACES

- A. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- B. Repair substrate prior to patching finish.

#### 3.7 FINISHES

- A. Finish surfaces as specified in individual Product sections.
- B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

#### 3.8 CLEANING

- A. In addition to cleaning specified in Section 01 70 00 clean Owner occupied areas of work.

END OF SECTION

## SECTION 01 42 16

### DEFINITIONS

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. This section specifies administrative requirements for compliance with governing regulations, codes, and standards.
- B. Requirements include obtaining permits, licenses, inspections, releases, and similar documentation as well as payments, statements, and similar requirements associated with regulations, codes, and standards.

##### 1.02 DEFINITIONS

- A. General: Definitions contained in this article are not necessarily complete but are general to the extent that they are not defined more explicitly elsewhere in the Contract Documents.
- B. Indicated: "Indicated" refers to graphic representations, notes, or schedules on the drawings; other paragraphs or schedules in the specifications; and similar requirements in the Contract Documents. Where terms such as "shown," "noted," and "specified" are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.
- C. Directed: Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean "directed by the Engineer," "requested by the Engineer," and similar phrases. However, no implied meaning will be interpreted to extend the Engineer's responsibility into the Contractor's area of construction supervision.
- D. Approved: The term "approved," where used in conjunction with the Engineer's action on the Contractor's submittals, applications, and requests, is limited to the responsibilities and duties of the Engineer stated in the General and Special Conditions. Such approval will not release the Contractor from responsibility to fulfill Contract Document requirements unless otherwise provided in the Contract Documents.
- E. Regulations: The term "regulations" includes laws, statutes, ordinances, and lawful orders issued by authorities having jurisdiction as well as rules, conventions, and agreements within the construction industry that control performance of the work, whether they are lawfully imposed by authorities having jurisdiction or not.
- F. Furnish: The term "furnish" is used to mean supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. Install: The term "install" is used to describe operations at the Project site including the actual unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations.
- H. Provide: The term "provide" means to furnish and install, complete and ready for the intended use.
- I. Installer: An "installer" is an entity engaged by the Contractor, either as an employee, subcontractor, or sub-subcontractor, for performance of a particular construction activity including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
- J. Project Site: That space made available by the Engineer to the Contractor for performance of the Work either exclusively or in conjunction with others performing other construction as part of the Project. The overall extent of the Project site is shown on the drawings.
- K. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, and to report on and, if required, interpret results of those inspections or tests.

### 1.03 INDUSTRY STANDARDS

- A. Applicability of Standards:
  - 1. Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference.
  - 2. Referenced standards take precedence over standards that are not referenced but recognized in the construction industry as standard practice.
- B. Publication Dates: Where compliance with an industry standard is required, comply with the standard in effect as of the date of the Contract Documents.
- C. Conflicting Requirements:
  - 1. Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced unless the Contract Documents indicate otherwise. Refer requirements that are different but apparently equal and uncertainties as to which level is more stringent to the Engineer for a decision before proceeding.
  - 2. Minimum Quantities or Quality Levels: In every instance, the quantity or quality level shown or specified will be the minimum to be provided or performed. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum values as noted or appropriate for the context of the requirements. Refer instances of uncertainty to the Engineer for decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on the project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are listed but not included with the Contract Documents. Also refer to paragraph 1.03-A-1 of this Section.
- E. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where acronyms or abbreviations are used in the specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

PART 4 MEASUREMENT & PAYMENT (Not Used)

END OF SECTION

## SECTION 01 42 19

### REFERENCE STANDARDS

#### PART 1 - GENERAL

- 1.1 SECTION INCLUDES
- A. Quality assurance.
  - B. Schedule of references.
- 1.2 RELATED SECTIONS
- A. Document - General Conditions: Reference Standards.
- 1.3 QUALITY ASSURANCE
- A. For products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
  - B. Conform to reference standard by date of issue current on date of Contract Documents or date specified in Product Sections.
  - C. Obtain copies of standards when required by Contract Documents.
  - D. Maintain copy at jobsite during submittals, planning, and progress of the specific work, until Substantial Completion.
  - E. Should specified reference standards conflict with Contract Documents, request clarification from Engineer/Architect before proceeding.
  - F. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.
- 1.4 SCHEDULE OF REFERENCES
- |        |   |
|--------|---|
| AA     | Aluminum Association<br>818 Connecticut Avenue, N.W.<br>Washington, DC 20006  |
| AABC   | Associated Air Balance Council<br>1000 Vermont Avenue, N.W.<br>Washington, DC 20005   |
| AASHTO | American Association of State Highway<br>and Transportation Officials<br>444 North Capitol Street, N.W.<br>Washington, DC 20001 |
| ACI    | American Concrete Institute<br>Box 19150<br>Reford Station<br>Detroit, MI 48219   |
| ADC    | Air Diffusion Council<br>230 North Michigan Avenue<br>Chicago, IL 60601   |

AGC	Associated General Contractors of America 1957 E Street, N.W. Washington, DC 20006
AI	Asphalt Institute Asphalt Institute Building College Park, MD 20740
AIA	American Institute of Architects 1735 New York Avenue, N.W. Washington, DC 20006
AISC	American Institute of Steel Construction 400 North Michigan Avenue Eighth Floor Chicago, IL 60611
AISI	American Iron and Steel Institute 1000 16th Street, N.W. Washington, DC 20036
AITC	American Institute of Timber Construction 333 W. Hampden Avenue Englewood, CO 80110
AMCA	Air Movement and Control Association 30 West University Drive Arlington Heights, IL 60004
ANSI	American National Standards Institute 1430 Broadway New York, NY 10018
APA	American Plywood Association Box 11700 Tacoma, WA 98411
ARI	Air-Conditioning and Refrigeration Institute 1501 Wilson Boulevard Arlington, VA 22209
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers 1791 Tullie Circle, N.E. Atlanta, GA 30329
ASME	American Society of Mechanical Engineers 345 East 47th Street New York, NY 10017

ASPA	American Sod Producers Association 4415 West Harrison Street Hillside, IL 60162
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103
AWI	Architectural Woodwork Institute 2310 South Walter Reed Drive Arlington, VA 22206
AWPA	American Wood-Preservers' Association 7735 Old Georgetown Road Bethesda, MD 20014
AWS	American Welding Society 550 LeJeune Road, N.W. Miami, FL 33135
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235
BIA	Brick Institute of America 11490 Commerce Park Drive Reston, VA 22091
CDA	Copper Development Association 57th Floor, Chrysler Building 405 Lexington Avenue New York, NY 10174
CLFMI	Chain Link Fence Manufacturers Institute 1101 Connecticut Avenue, N.W. Washington, DC 20036
CRSI	Concrete Reinforcing Steel Institute 933 Plum Grove Road Schaumburg, IL 60195
DHI	Door and Hardware Institute 7711 Old Springhouse Road McLean, VA 22102
EJCDC	Engineers' Joint Contract Documents Committee American Consulting Engineers Council 1015 15th Street, N.W. Washington, DC 20005

EJMA	Expansion Joint Manufacturers Association 25 North Broadway Tarrytown, NY 10591
FGMA	Flat Glass Marketing Association 3310 Harrison White Lakes Professional Building Topeka, KS 66611
FM	Factory Mutual System 1151 Boston-Providence Turnpike P.O. Box 688 Norwood, MA 02062
FS	Federal Specification General Services Administration Specifications and Consumer Information Distribution Section (WFSIS) Washington Navy Yard, Bldg. 197 Washington, DC 20407
GA	Gypsum Association 1603 Orrington Avenue Evanston, IL 60201
ICBO	International Conference of Building Officials 5360 S. Workman Mill Road Whittier, CA 90601
IEEE	Institute of Electrical and Electronics Engineers 345 East 47th Street New York, NY 10017
IMIAC	International Masonry Industry All-Weather Council International Masonry Institute 815 15th Street, N.W. Washington, DC 20005
MBMA	Metal Building Manufacturer's Association 1230 Keith Building Cleveland, OH 44115
MFMA	Maple Flooring Manufacturers Association 60 Rivere Drive Northbrook, IL 60062
MIL	Military Specification Naval Publications and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120

ML/SFA	Metal Lath/Steel Framing Association 221 North LaSalle Street Chicago, IL 60601
NAAMM	National Association of Architectural Metal Manufacturers 221 North LaSalle Street Chicago, IL 60601
NCMA	National Concrete Masonry Association P.O. Box 781 Herndon, VA 22070
NEBB	National Environmental Balancing Bureau 8224 Old Courthouse Road Vienna, VA 22180
NEMA	National Electrical Manufacturers' Association 2101 'L' Street, N.W. Washington, DC 20037
NFPA	National Fire Protection Association Battery March Park Quincy, MA 02269
NFPA	National Forest Products Association 1619 Massachusetts Avenue, N.W. Washington, DC 20036
NSWMA	National Solid Wastes Management Association 1730 Rhode Island Ave., N.W. Washington, DC 20036
NTMA	National Terrazzo and Mosaic Association 3166 Des Plaines Avenue Des Plaines, IL 60018
NWMA	National Woodwork Manufacturers Association 205 W. Touhy Avenue Park Ridge, IL 60068
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077
PCI	Prestressed Concrete Institute 201 North Wells Street Chicago, IL 60606

PS	Product Standard U. S. Department of Commerce Washington, DC 20203
RIS	Redwood Inspection Service One Lombard Street San Francisco, CA 94111
RCSHSB	Red Cedar Shingle and Handsplit Shake Bureau 515 116th Avenue Bellevue, WA 98004
SDI	Steel Deck Institute P.O. Box 9506 Canton, OH 44711
SDI	Steel Door Institute 712 Lakewood Center North 14600 Detroit Avenue Cleveland, OH 44107
SIGMA	Sealed Insulating Glass Manufacturers Association 111 East Wacker Drive Chicago, IL 60601
SJI	Steel Joist Institute 1205 48th Avenue North Suite A Myrtle Beach, SC 29577
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association 8224 Old Court House Road Vienna, VA 22180
SSPC	Steel Structures Painting Council 4400 Fifth Avenue Pittsburgh, PA 15213
TCA	Tile Council of America, Inc. Box 326 Princeton, NJ 08540
UL	Underwriters' Laboratories, Inc. 333 Pfingston Road Northbrook, IL 60062
WCLIB	West Coast Lumber Inspection Bureau 6980 S.W. Varns Road Box 23145 Portland, OR 97223

WWPA

Western Wood Products Association  
1500 Yeon Building  
Portland, OR 97204

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

## SECTION 01 45 00

### QUALITY CONTROL

#### PART 1 GENERAL

- 1.1 SECTION INCLUDES
  - A. Quality assurance and control of installation.
  - B. References.
  - C. Field samples.
  - D. Inspection and testing laboratory services.
  - E. Manufacturers' field services and reports.
  
- 1.2 RELATED SECTIONS
  - A. Section 01 33 00 – Submittal Procedures: Submission of Manufacturers' Instructions and Certificates.
  - B. Section 01 60 00 – Product Requirements: Requirements for material and product quality.
  
- 1.3 QUALITY ASSURANCE/CONTROL OF INSTALLATION
  - A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
  - B. Comply fully with manufacturers' instructions, including each step in sequence.
  - C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer/Architect before proceeding.
  - D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
  - E. Perform work by persons qualified to produce workmanship of specified quality.
  - F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.
  
- 1.4 REFERENCES
  - A. Conform to reference standard by date of issue current on date of Contract Documents or date specified in product Sections.
  - B. Obtain copies of standards when required by Contract Documents.
  - C. Should specified reference standards conflict with Contract Documents, request clarification from Engineer/Architect before proceeding.
  - D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.
  
- 1.5 FIELD SAMPLES
  - A. Install field samples at the site as required by individual specifications Sections for review.
  - B. Acceptable samples represent a quality level for the Work.
  - C. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by Engineer/Architect.
  
- 1.6 MOCK-UP (not applicable)
  
- 1.7 INSPECTION AND TESTING LABORATORY SERVICES
  - A. Contractor will appoint, employ, and pay for services of an independent firm to

perform inspection and testing to be paid for by testing allowance. See Section 01 21 00 Allowances (if provided). Submit itemized testing cost (major items) for approval.

- B. The independent firm will perform inspections, tests, and other services specified in individual specification Sections and as required by the Engineer/Architect.
- C. Reports will be submitted by the independent firm to the Owner, Engineer/Architect, and Contractor in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
  - 1. Notify Engineer/Architect and independent firm 24 hours prior to expected time for operations requiring services.
  - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- E. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the contractor or Engineer/Architect. Such additional testing cost will be paid for by Contractor and not covered within allowance.

#### 1.8 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. Submit qualifications of observer to Engineer/Architect 30 days in advance of required observations. Observer subject to approval of Engineer/Architect.
- B. 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.
- C. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Submit report in duplicate within 15 days of observation to Engineer/Architect for review.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

PART 4 CODE

#### 4.1 GENERAL

- A. The 2015 Edition of the International Building Code (IBC) is the code utilized for this project. This code requires certain performance standards relative to fire resistance, wind uplift, and other matters and recognizes test results from recognized and approved testing agencies such as Underwriters Laboratories.

END OF SECTION

## SECTION 01 50 00

### TEMPORARY FACILITIES AND CONTROLS

#### PART 1 GENERAL

- 1.1 SECTION INCLUDES
- A. Temporary Utilities: Electricity, lighting, heat, ventilation, telephone service, water, and sanitary facilities.
  - B. Temporary Controls: Barriers, enclosures and fencing, protection of the Work, and water control.
  - C. Construction Facilities: Access roads, parking, progress cleaning, project signage, and temporary buildings.
- 1.2 RELATED SECTIONS
- A. Section 01 70 00 – Execution & Closeout Requirements: Final cleaning.
- 1.3 TEMPORARY ELECTRICITY
- A. Contractor may use existing electric power where available at no cost to the Contract.
- 1.4 TEMPORARY LIGHTING
- A. Maintain lighting and provide routine repairs.
  - B. Permanent building lighting may be utilized during construction.
- 1.5 TEMPORARY VENTILATION
- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- 1.6 TEMPORARY WATER SERVICE
- A. Contractor may use existing water service where available at no cost to the Contract.
- 1.7 TEMPORARY SANITARY FACILITIES
- A. Provide and maintain required facilities and enclosures.
- 1.8 BARRIERS
- A. Provide barriers to prevent unauthorized entry to construction areas. Size and location of construction fencing per discretion of contractor and per contractor's liability insurance and OSHA requirements.
  - B. Protect non-owned vehicular traffic, stored materials, site and structures from damage.
- 1.9 EXTERIOR ENCLOSURES
- A. Provide temporary 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.
- 1.10 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification Sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. 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.

1.11 SECURITY

- A. Provide security and facilities to protect Work, from unauthorized entry, vandalism, or theft.

1.12 ACCESS ROADS

- A. Provide and maintain access to fire hydrants, free of obstructions.

1.13 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. Remove project generated waste materials, debris, and rubbish from site weekly and dispose off-site in lawful manner.

1.14 FIELD OFFICES AND SHEDS

- A. Provide:
  1. Office: Weather-tight, with lighting.
  2. Locate offices and sheds a minimum distance of 30 feet from existing and new structures.

1.15 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary above grade or buried utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

## SECTION 01 60 00

### PRODUCT REQUIREMENTS

#### PART 1 GENERAL

- 1.1 SECTION INCLUDES
  - A. Products.
  - B. Transportation and handling.
  - C. Storage and protection.
  - D. Product options.
  - E. Substitutions.
  
- 1.2 RELATED SECTIONS
  - A. Document - Supplementary General Conditions: Substituted Materials Products, Methods or Services.
  - B. Section 01 45 00 - Quality Control: Product quality monitoring.
  
- 1.3 PRODUCTS
  - A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
  - B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
  - C. Provide interchangeable components of the same manufacturer, for similar components.
  
- 1.4 TRANSPORTATION AND HANDLING
  - A. Transport and handle products in accordance with manufacturer's instructions.
  - B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
  - C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
  
- 1.5 STORAGE AND PROTECTION
  - A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
  - B. For exterior storage of fabricated products, place on sloped supports, above ground.
  - C. Provide off-site storage and protection when site does not permit on-site storage or protection.
  - D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
  - E. Store loose granular materials on solid flat surfaces in a well-drained area. Provide mixing with foreign matter.
  - F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
  - G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

1.6 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Submit a request for substitution for any manufacturer not named.

1.7 SUBSTITUTIONS

- A. Requests for Substitutions during the bidding process will be considered and approval of Substitution must be obtained prior to its inclusion in final pricing. Written substitution request(s) for equal or better will be submitted to Engineer/Architect prior to five (5) calendar days before the time set for opening bids. Engineer/Architect will then provide answers via an Addendum to all Bidders.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the requestor:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide the same warranty for the Substitution as for the specified product.
  - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to project.
  - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
  - 1. Submit one (1) electronic PDF substitution request to Architect/Engineer for consideration. Limit each request to one proposed Substitution.
  - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.
  - 3. All bidders will be notified by means of formal Addenda if product is accepted. If product is not accepted, the requestor will be notified as such.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

## SECTION 01 70 00

### EXECUTION AND CLOSEOUT REQUIREMENTS

#### PART 1 GENERAL

- 1.1 SECTION INCLUDES
  - A. Closeout procedures.
  - B. Final cleaning.
  - C. Adjusting.
  - D. Project record documents.
  - E. Operation and maintenance data.
  - F. Warranties.
  - G. Certificates.
  - H. Spare parts and maintenance materials.
  
- 1.2 CLOSEOUT PROCEDURES
  - A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for inspection.
  - B. Provide submittals that are required by governing or other authorities.
  - C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
  
- 1.3 FINAL CLEANING
  - A. Execute final cleaning prior to final inspection.
  - B. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
  - C. Clean equipment and fixtures to a sanitary condition.
  - D. Replace filters of operating equipment.
  - E. Clean debris from roofs, gutters, downspouts, and drainage systems.
  - F. Clean site; sweep paved areas, rake clean landscaped surfaces.
  - G. Remove waste and surplus materials, rubbish, and construction facilities from the site.
  
- 1.4 ADJUSTING
  - A. Adjust operating Products and equipment to ensure smooth and unhindered operation.
  
- 1.5 PROJECT RECORD DOCUMENTS
  - A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
    - 1. Contract Drawings.
    - 2. Specifications.
    - 3. Addenda.
    - 4. Change Orders and other Modifications to the Contract.
    - 5. Reviewed shop drawings, product data, and samples.
  - B. Store Record Documents separate from documents used for construction.
  - C. Record information concurrent with construction progress.
  - D. 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.
- E. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
1. Measured depths of foundations in relation to finish main floor datum.
  2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  4. Field changes of dimension and detail.
  5. Details not on original Contract Drawings.
- F. Submit documents.

#### 1.6 OPERATION AND MAINTENANCE DATA

- A. Submit two sets prior to final inspection, bound in 8-1/2 x 11 inch text pages, three D side ring capacity expansion binders with durable plastic covers.
- B. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified type on 24 pound white paper.
- E. Part 1: Directory, listing names, addresses, and telephone numbers of Engineer/Architect, Contractor, Subcontractors, and major equipment suppliers.
- F. 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:
1. Significant design criteria.
  2. List of equipment.
  3. Parts list for each component.
  4. Operating instructions.
  5. Maintenance instructions for equipment and systems.
  6. Maintenance instructions for finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.
- G. Part 3: Project documents and certificates, including the following:
1. Shop drawings and product data.
  2. Air and water balance reports.
  3. Certificates.
  4. Photocopies of warranties.
- H. Submit one copy of completed volumes in final form 15 days prior to final inspection. This copy will be returned after final inspection, with review comments. Revise content of documents as required prior to final submittal.
- I. Submit final volumes revised, within ten days after final inspection.

#### 1.7 WARRANTIES

- A. Provide duplicate notarized copies.
- B. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.
- C. Provide Table of Contents and assemble in three D side ring binder with durable

plastic cover.

- D. Submit prior to final Application for Payment.
- E. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

1.8 CERTIFICATES

- A. Provide Certificate of Occupancy if required by Government.

1.9 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- B. Deliver to Project site and place in location as directed; obtain receipt prior to final payment.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

## SECTION 01 73 29

### CUTTING AND PATCHING

#### PART 1 – GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
  - 1. Divisions 02 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

##### 1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

##### 1.4 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Engineer's/Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

#### PART 2 - PRODUCTS

##### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

#### PART 3 - EXECUTION

##### 3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and

patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

### 3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
  5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
  1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
  2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend from one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
  5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION

## SECTION 06 10 00

### ROUGH CARPENTRY

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Structural & non-structural wall framing.
- B. Blocking.
- C. Plywood Sheathing.

##### 1.2 RELATED SECTIONS

- A. Section 06 20 00 – Finish Carpentry.
- B. Section 07 25 00 – Weather Barriers
- C. Section 07 62 00 – Sheet Metal Flashing & Trim

##### 1.3 REFERENCES

- A. ALSC (American Lumber Standards Committee) - Softwood Lumber Standards.
- B. APA (American Plywood Association).
- C. NFPA (National Forest Products Association).
- D. SPIB (Southern Pine Inspection Bureau).
- E. WCLIB (West Coast Lumber Inspection Bureau).
- F. WFCM (Wood Framing Construction Manual).
- G. NDS (National Design Standard for Wood Construction, 2015).

##### 1.4 QUALITY ASSURANCE/WARRANTY

- A. Perform Work in accordance with the following agencies:
  - 1. Lumber Grading Agency: Certified by SPIB.
  - 2. Plywood Grading Agency: Certified by APA.
- B. Provide/submit manufacturer's standard warranty for Fiber Cement Board products specified herein, or utilized.

#### PART 2 PRODUCTS

##### 2.1 LUMBER MATERIALS

- A. Lumber Grading Rules: SPIB.
- B. Non-structural Light Framing: No. 2 Southern Yellow Pine.
- C. Studding: No. 2 Southern Yellow Pine.
- D. Miscellaneous Framing: No. 2 Southern Yellow Pine.

##### 2.2 CONSTRUCTION CONNECTORS

- A. Galvanized connectors to anchor framing components shall be shown and detailed on drawings. Simpson or Teco.

##### 2.3 ACCESSORIES

- A. Fasteners and Anchors:
  - 1. Fasteners: Hot dipped or Electro galvanized steel for high humidity and treated wood locations.

##### 2.4 BLOCKING

- A. Miscellaneous Blocking, Solid Bridging, Etc.: All such wood members in contact with

- B. concrete or stucco to be pressure preservative treated; No. 2 Southern Yellow Pine.
- B. Roof Blocking: No. 2 Southern Yellow Pine, 19 percent maximum moisture content, preservative treatment.

## 2.5 PLYWOOD SHEATHING

- A. Bear the mark of a recognized association or independent inspection agency that maintains continuing control over quality of plywood which identifies compliance by veneer grade, group number, span rating where applicable, and glue type.
- B. Sheathing:
  - 1. APA rated Exposure 1 or Exterior; panel grade CD or better.
  - 2. Wall sheathing:
    - a. Minimum 9 mm (11/32 inch) thick with supports 406 mm (16 inches) on center and 12 mm (15/32 inch) thick with supports 610 mm (24 inches) on center unless specified otherwise.
    - b. Minimum 1200 mm (48 inches) wide at corners without corner bracing of framing.
  - 3. Roof sheathing:
    - a. Minimum 9 mm (11/32 inch) thick with span rating 24/0 or 12 mm (15/32 inch) thick with span rating for supports 406 mm (16 inches) on center unless specified otherwise.
    - b. Minimum 15 mm (19/32 inch) thick or span rating of 40/20 or 18 mm (23/32 inch) thick or span rating of 48/24 for supports 610 mm (24 inches) on center.

## PART 3 EXECUTION

### 3.1 FRAMING

- A. Set structural members level and plumb, in correct position.
- B. Make provisions for erection loads, and for sufficient temporary bracing to maintain structure safe, plumb, and in true alignment until completion of erection and installation of permanent bracing.
- C. Place horizontal members, crown side up.
- D. Construct load bearing framing member's full length without splices.
- E. Stud walls at 16" o.c. with single 2x sole plate and double top plate (unless indicated otherwise).
- F. Wood touching concrete shall be treated and have 30 lb. felt underlayment.

### 3.2 SHEATHING

- A. Provide plywood or structural-use panels for sheathing.
- B. Lay panels with joints staggered, with edge and ends 3 mm (1/8 inch) apart and nailed over bearings as specified.
- C. Set nails not less than 9 mm (3/8 inch) from edges.
- D. Install 50 mm by 101 mm (2 inch by 4 inch) blocking spiked between joists, rafters and studs to support edge or end joints of panels.

END OF SECTION

## SECTION 06 20 00

### FINISH CARPENTRY

#### PART 1 GENERAL

- 1.1 SECTION INCLUDES
  - A. Carpentry items, other than shop prefabricated casework.
  - B. Hardware and attachment accessories.
- 1.2 RELATED SECTIONS
  - A. Section 06 10 00 – Rough Carpentry.
  - B. Section 09 91 00 – Painting.
- 1.3 REFERENCES
  - A. AWI - Quality Standards.
  - B. AWPA (American Wood Preservers Association) C2 - Lumber, Timbers, Bridge Ties and Mine Ties - Preservative Treatment by Pressure Processes.
  - C. AWPA (American Wood Preservers Association) C20 - Structural Lumber Fire Retardant Treatment by Pressure Process.
  - D. HPMA (Hardwood Plywood Manufacturer's Association) HP - American Standard for Hardwood and Decorative Plywood.
  - E. NHLA (National Hardwood Lumber Association).
  - F. PS 1 - Construction and Industrial Plywood.
  - G. PS 20 - American Softwood Lumber Standard.
- 1.4 QUALITY ASSURANCE
  - A. Perform work in accordance with AWI Premium quality.
- 1.5 QUALIFICATIONS
  - A. Fabricator: Company specializing in fabricating the products specified in this section with minimum three years documented experience.
- 1.6 DELIVERY, STORAGE, AND HANDLING
  - A. Deliver, store, protect and handle products to site under provisions of Section 01 60 00.
  - B. Protect work from moisture damage.
- 1.7 FIELD MEASUREMENTS
  - A. Verify that field measurements are as indicated on shop drawings.
- 1.8 COORDINATION
  - A. Coordinate the work with plumbing and electrical rough-in, and installation of associated and adjacent components.

#### PART 2 PRODUCTS

- 2.1 MATERIALS
  - A. Trim: Pine or Fir.
  - B. Wood Window Sills: Birch.

- 2.2 ADHESIVE
  - A. Adhesive: Type recommended by AWI laminate manufacturer to suit application.
- 2.3 FASTENERS
  - A. Fasteners: Of size and type to suit application.
  - B. Concealed Joint Fasteners: Threaded steel, galv.
- 2.4 ACCESSORIES
  - A. Lumber for Shimming and Blocking: Softwood lumber of Yellow Pine species, No. 2.
- 2.5 WOOD TREATMENT PROCESSES
  - A. Wood Preservative by Pressure Treatment (PT Type): AWPA Treatment C2 using water borne preservative with 0.25 percent retainage.

### PART 3 EXECUTION

- 3.1 EXAMINATION
  - A. Verify adequacy of backing and support framing.
  - B. Verify mechanical, electrical, and building items affecting work of this section are placed and ready to receive this work.
- 3.2 INSTALLATION
  - A. General
    - 1. Set and secure materials and components in place, plumb and level.
    - 2. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim to conceal larger gaps.
    - 3. Install trim with nails at 6 inch on center. Wall adhesive by gun application.
  - B. Miscellaneous Carpentry Items
    - 1. Provide/install miscellaneous wood trim and 1X2 wood trim at gypsum board wall juncture with exposed gypsum board ceilings.
    - 2. Provide/install wood window sills at interior.
- 3.3 PREPARATION FOR SITE FINISHING
  - A. Set exposed fasteners. Apply wood filler in exposed fastener indentations. Sand work smooth.
  - B. Site Finishing: Refer to Section 09 91 00.
  - C. Before installation, prime paint surfaces of items or assemblies to be in contact with cementitious materials.
- 3.4 ERECTION TOLERANCES
  - A. Maximum Variation from True Position: 1/16 inch.
  - B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch.

END OF SECTION

## SECTION 06 41 16

### PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

#### PART 1 GENERAL

##### 1.1 WORK INCLUDES

- A. Special fabricated cabinet units.
- B. Countertops.
- C. Cabinet hardware.
- D. Preparation for installing utilities.

##### 1.2 RELATED WORK

- A. Section 06 10 00 – Rough Carpentry.
- B. Section 06 20 00 – Finish Carpentry.
- C. Section 07 90 00 – Joint Protection.
- D. Division 22; Plumbing fixtures.

##### 1.3 REFERENCES

- A. American Woodwork Institute (AWI)
- B. ANSI/BHMA A156.9 - Cabinet Hardware. AWI - Quality Standards.
- C. FS MM-L-736 - Lumber, Hardwood.
- D. FS MMM-A-130 - Adhesive, Contact.
- E. NEMA LD3 - High Pressure Decorative Laminates.
- F. PS 1 - Construction and Industrial Plywood. ANSI - 208.2 1986 Medium Density Fiberboard 48 lb.
- G. PS 20 - American Softwood Lumber Standard.
- H. PS 51 - Hardwood and Decorative Plywood.
- I. PS 58 - Basic Hardboard.
- J. ANSI - A208.1 - 1989 Industrial Particleboard 45 lb.
- K. NEMA LD3 - 1985 American Laminators Association ALA 1988 Thermoset Melamine panels.

##### 1.4 QUALITY ASSURANCE

- A. Perform work to premium quality in accordance with "Quality Standards" of the Architectural Woodwork Institute (AWI).
  - 1. Section 400B for Custom Laminate Clad Casework.
  - 2. Section 1600B Modular Plastic Clad Casework.

##### 1.5 SUBMITTALS

- A. Submit shop drawings, samples and product data under Special Provisions requirements.
- B. Include materials, component profiles, fastening methods, assembly methods, joint details, accessory listings, and schedule of finishes.

##### 1.6 DELIVERY, STORAGE AND HANDLING

- A. Do not deliver shop fabricated carpentry items until site conditions are adequate to receive the work. Protect items from weather while in transit.
- B. Store indoors, in ventilated areas with a constant minimum temperature of 60 degrees F, maximum relative humidity of 60 to 80 percent.

#### PART 2 PRODUCTS

## 2.1 CASEWORK - LAMINATE CLAD

- A. AWI Premium Grade
- B. Construction. Details shall conform to Flush Overlay without Face Frame. All cabinet hardware shall be furnished and installed by the casework manufacturer.
- C. Identification of Parts
  - 1. Exposed Parts-Surfaces visible when:
    - a) Drawer fronts and doors are closed.
    - b) Behind clear glass doors.
    - c) Bottoms of cabinets are 42" or more above finished floor.
    - d) Tops of cabinets are below 78" above finish floor.
  - 2. Semi-Exposed Parts-Surface visible when:
    - a) Drawers/Doors are in the open position.
    - b) Bottoms of cabinets are more than 30" and less than 42" above finish floor.
  - 3. Concealed Surfaces-Surfaces are concealed when:
    - a) Surfaces are not visible after installation.
    - b) Bottoms of cabinets are less than 30" above finish floor.
    - c) Tops of cabinets are over 78" above finish floor and are not visible from an upper level.
    - d) Stretchers, blocking and/or components are concealed by drawers.

## 2.2 CABINET MATERIALS

- A. Body Members. Tops, ends, partitions, bottoms, rails 3/4".
- B. Shelves. 3/4" Industrial Particleboard 45 lb. for spans up to 36". 1" Industrial Particleboard 45 lb. for spans up to 48".
- C. Backs. 1/4" particleboard with backer.
- D. Doors and Drawer Fronts. 3/4" MDF medium density fiberboard.
- E. Drawers. 1/2 FAS Grade hardwood birch or red oak for sides, back, and sub fronts. 1/4" birch or oak plywood for bottoms. 1/4" laminated safety or 1/4" tempered.
- F. High pressure decorative laminate (HPDL) Type I. Application per manufacturers' specifications. All plywood components shall have HPDL covering as follows: Brand and color as selected by Architect -.050 (1/16) thickness for full wall, splashes above 6" countertop solid resin splash. .030 vertical grade HPDI for exposed ends, doors, shelves, upper cabinet bottoms, exposed back and support panels. .020 HPDL cabinet liner, almond color for all semi-exposed surfaces at sink base cabinets and backs of doors and drawers. .020 back sheet, HPDL brown for a concealed area. The Architect will select plastic laminate colors from manufacturer's full range of solid colors, standard patterns and special patterns.
- G. Countertops. As indicated on drawings.
- H. Semi-exposed surfaces other than sink cabinets to be 3/4" melamine panel equal to Roseburg "RMP" Resin Tite". Almond or white as selected by Architect. Vinyl coated boards not acceptable.
- I. Edge-banding - For all components parts. Apply .050 (1/16) Heavy Duty PVC Banding of color and texture to match HPDL.
- J. Hardware.
  - 1. Hinges - 5 knuckle institutional grade Heavy Duty Concealed.
  - 2. Catches - Epc0 592 or equal. Doors over 36" 3 per leaf, over 72" 4 per leaf.
  - 3. Pulls - Stanley 4484 26D over brass or equal.
  - 4. Adjustable shelf - KV #256 clip on #255 standards, recessed flush.

5. Drawer Guides - KV #1429 full extension (100# cap.).
6. Under Mount Slides – KV #8000P20.
7. Locks 5 pin Tumbler master or grand master as needed. National #8053 for doors, #8060 for drawers, elbow catch lves A-2 at inactive pair.
8. Adjustable Shelves on Wall -  
KV #80 Standards Light Duty  
KV #87 Heavy Duty  
KV #180 Brackets Light Duty  
KV #187 Heavy Duty Brackets  
As selected by Architect
9. Hardware Schedule:
  - a. Each cabinet door to have:  
2 hinges  
1 catch  
1 pull  
1 lock at each single base cabinet door
  - b. Each drawer to have:  
1 pull  
1 set drawer slide  
1 lock at each drawer
  - c. Each computer cabinet to have:  
1 set under mount slide

### 2.3 WOOD TREATMENT

- A. Wood Preservative: CCA; AWPB Standard LP-Z or LP-ZZ type manufactured by Wolman.

### 2.4 FABRICATION

- A. Fabricate casework per AWI specifications and as specified.
- B. Shop assemble casework for delivery to site in units easily handled and to permit passage through building openings.
- C. Apply HPDL finish in full sheets. Tops up to 12'-0" long shall be one piece. Fit corners and V-joints to hairline finish. Secure joints with mechanical fasteners. Locate counter joints minimum of 24" from sink cutouts.
- D. Cabinet Construction: Concealed Joint
  1. Construction doweled or blind dado, NO visible fasteners. Ends, side panels, and rails shall have minimum 8mm dowel, 128mm on center.
  2. Cabinet back recessed and dadoed into sides.
  3. Provide nailer for attachment to walls.
  4. Sink cabinet back shall be removable.
  5. Sink base cabinets to have corners reinforced at top with metal corner braces. Braces to facilitate attachment of counter top to cabinet while reinforcing ends to front and back rails.
  6. Back splashes shall be integral with countertop.
  7. Cabinet bases shall be exterior glue, plywood frame front and back rails with intermediate jumper - maximum 24" o.c.
  8. Scribes - provide scribes where cabinets butt walls with maximum 1" width scribe.
  9. Countertop back splash, where indicated, to have coved back splash.
  10. All cabinet doors and drawer fronts must have .020 cabinet liner balance to .030 vertical face.

11. Attach drawer fronts with minimum 4 screws and pulls through bolt. Provide cushion bumps for doors and drawers.
12. Drawers shall be dovetail or dowel construction with bottom dado into sides, backs, and sub-fronts. Glue and clamp so that drawers do not rattle. Use intermediate support for drawers over 24". Pre-finish drawer with clear finish equal to AWI System #2. Dado joint NOT allowed.
13. Provide cutouts for plumbing fixtures, inserts, appliances, outlet boxes, fixtures and fittings. Verify all locations from onsite dimensions. Prime coat contact surfaces of cut edges.
14. Install all cabinet hardware.
15. Tolerances and Quality. Flushness between factory assembled joints - maximum .010. Flatness of cabinet doors - measured diagonally per lineal foot, maximum .036. Maximum gap between back end of adjustable shelf and case between back end of adjustable shelf and case side, maximum 1/16 inch.
16. Edge Joint Quality. All laminate edges shall be ease (sharp corner removed). Chip out of the laminate shall be invisible when viewed at 48 inches.
17. Particleboard, MDF and hard board will not be allowed in any lavatory, sink cabinet or wet area.

### PART 3 EXECUTION

#### 3.1 INSTALLATION OF FINISH CASEWORK

- A. Comply with AWI Special Provisions requirements for Installation.
- B. Set and secure casework in place; rigid, plumb, and level.
- C. Use fixture attachments in concealed locations for wall-mounted components.
- D. Use concealed joint fasteners to align and secure adjoining cabinet units, counter tops.
- E. Carefully scribe casework abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim for this purpose.
- F. Secure cabinet and counter bases to floor using appropriate angles and anchorages. Set bases to bed of sealant.

#### 3.2 ADJUSTING

- A. Adjust work under Special Provisions requirements.
- B. Adjust moving or operating parts to function smoothly and correctly.

#### 3.3 CLEANING

- A. Clean work under Section 01 70 00.
- B. Clean casework, counters, shelves, hardware, fittings, and fixtures.

END OF SECTION

**SECTION 07 25 00**  
**WEATHER BARRIERS**

**PART 1 – GENERAL**

**1.1 SECTION INCLUDES**

- A. Weather barrier membrane
- B. Seam Tape
- C. Flashing
- D. Fasteners

**1.2 REFERENCES**

- A. ASTM International
  - 1. ASTM C920; Standard Specification for Elastomeric Joint Sealants
  - 2. ASTM C1193; Standard Guide for Use of Joint Sealants
  - 3. ASTM D882; Test Method for Tensile Properties of Thin Plastic Sheeting
  - 4. ASTM D1117; Standard Guide for Evaluating Non-woven Fabrics
  - 5. ASTM E84; Test Method for Surface Burning Characteristics of Building Materials
  - 6. ASTM E96; Test Method for Water Vapor Transmission of Materials
  - 7. ASTM E1677; Specification for Air Retarder Material or System for Framed Building Walls
  - 8. ASTM E2178; Test Method for Air Permeance of Building Materials
  - 9. ASTM E2357; Standard Test Method for Determining Air Leakage of Air Barrier Assemblies
- B. AATCC – American Association of Textile Chemists and Colorists
  - 1. Test Method 127 Water Resistance: Hydrostatic Pressure Test
- C. TAPPI
  - 1. Test Method T-410; Grams of Paper and Paperboard (Weight per Unit Area)
  - 2. Test Method T-460; Air Resistance (Gurley Hill Method)

**1.3 SUBMITTALS**

- A. Refer to Section 01 33 00 Submittal Procedures.
- B. Product Data: Submit manufacturer current technical literature for each component.
- C. Samples: Weather Barrier membrane, minimum 8-1/2 inches by 11 inch.
- D. Quality Assurance Submittals
  - 1. Manufacturer Instructions: Provide manufacturer's written installation instructions.
- E. Closeout Submittals
  - 1. Refer to Section 01 70 00 Execution & Closeout Requirements.

**1.4 QUALITY ASSURANCE**

- A. Qualifications
  - 1. Installer shall have experience with installation of similar weather barrier assemblies under similar conditions.
  - 2. Installation shall be in accordance with manufacturer's installation guidelines and recommendations.
  - 3. Source Limitations: Provide weather barrier and accessory materials produced by single

manufacturer.

#### 1.5 DELIVERY, STORAGE AND HANDLING

- A. Refer to Section 01 60 00 Product Requirements.
- B. Deliver weather barrier materials and components in manufacturer's original, unopened, undamaged containers with identification labels intact.
- C. Store weather barrier materials as recommended by system manufacturer.

#### 1.6 SCHEDULING

- A. Review requirements for sequencing of installation of weather barrier assembly with installation of windows, doors, louvers and flashings to provide a weather-tight barrier assembly.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURER

- A. DuPont Building Innovations; 4417 Lancaster Pike, Chestnut Run Plaza 721, Wilmington, DE 19805; 1-800-44-TYVEK (8-9835); <http://www.construction.TYVEK.com>
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00.

#### 2.2 MATERIALS

- A. Basis of Design: Textured, spunbonded polyolefin, non-woven, non-perforated, weather barrier is based upon DuPont™ Tyvek® StuccoWrap® and related assembly components.
- B. Performance Characteristics:
  - 1. Air Penetration: 0.004 cfm/ft<sup>2</sup> at 75 Pa, when tested in accordance with ASTM E2178. Type I per ASTM E1677.
  - 2. Water Vapor Transmission: 50 perms, when tested in accordance with ASTM E96, Method B.
  - 3. Water Penetration Resistance: 210 cm when tested in accordance with AATCC Test Method 127.
  - 4. Basis Weight: 2.1 oz/yd<sup>2</sup>, when tested in accordance with TAPPI Test Method T-410.
  - 5. Air Resistance: 300 seconds, when tested in accordance with TAPPI Test Method T-460.
  - 6. Tensile Strength: 30/30 lbs/in., when tested in accordance with ASTM D882, Method A.
  - 7. Tear Resistance: 7/9 lbs, when tested in accordance with ASTM D1117.
  - 8. Surface Burning Characteristics: Class A, when tested in accordance with ASTM E84. Flame Spread: 5, Smoke Developed: 25

#### 2.3 ACCESSORIES

- A. Seam Tape: 3 inch wide, DuPont™ Tyvek® Tape as manufactured by DuPont Building Innovations.
- B. Fasteners:
  - 1. DuPont™ Tyvek® Wrap Cap Screws, as manufactured™ by DuPont Building Innovations: 1-5/8 inch rust resistant screw with 2-inch diameter plastic cap or manufacturer approved 1-1/4" or 2" metal gasketed washer.
- C. Sealants
  - 1. Refer to Section 07 90 00 Joint Protection.
  - 2. Products:

- a. Sealants recommended by the weather barrier manufacturer.
- D. Adhesive:
  - 1. Provide adhesive recommended by weather barrier manufacturer.
- E. Primer:
  - 1. Provide flashing manufacturer recommended primer to assist in adhesion between substrate and flashing.
  - 2. Products:
    - a. Primers recommended by the flashing manufacturer
- F. Flashing
  - 1. DuPont™ FlexWrap™, as manufactured by DuPont Building Innovations: flexible membrane flashing materials for window openings and penetrations.
  - 2. DuPont™ StraightFlash™, as manufactured by DuPont Building Innovations: straight flashing membrane materials for flashing windows and doors and sealing penetrations and masonry ties, etc.
  - 3. Preformed Inside and Outside Corners and End Dams as manufactured by DuPont: Preformed three-dimensional shapes to complete the flashing system used in conjunction with DuPont™ Thru-Wall Flashing.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify substrate and surface conditions are in accordance with weather barrier manufacturer recommended tolerances prior to installation of weather barrier and accessories.

### 3.2 INSTALLATION – WEATHER BARRIER

- A. Install weather barrier over exterior face of exterior wall substrate in accordance with manufacturer recommendations.
- B. Start weather barrier installation at a building corner, leaving 6-12 inches of weather barrier extended beyond corner to overlap.
- C. Apply wrap with grooved surface pattern in vertical direction.
- D. Install weather barrier in a horizontal manner starting at the lower portion of the wall surface. Maintain weather barrier plumb and level
- E. Shingle weather barrier over back edge of weep screed. Seal weather barrier with sealant or tape to weep screed. Ensure weeps are not blocked.
- F. Subsequent layers shall overlap lower layers a minimum of 6 inches horizontally in a shingling manner.
- G. Window and Door Openings: Extend weather barrier completely over openings.
- H. Weather Barrier Attachment:
  - 1. Attach weather barrier to studs through exterior sheathing. Secure using weather barrier manufacturer recommended fasteners, space 12 -18 inches vertically on center along stud line, and 24 inch on center, maximum horizontally.
- I. Apply 4 inch by 7 inch piece of DuPont™ StraightFlash™ or weather barrier manufacturer approved alternate to weather barrier membrane prior to the installation cladding anchors.

### 3.3 SEAMING

- A. Seal seams of weather barrier with seam tape at all vertical and horizontal overlapping seams.

- B. Seal any tears or cuts as recommended by weather barrier manufacturer.

### 3.4 OPENING PREPARATION (for use with non-flanged windows – all cladding types)

- A. Flush cut weather barrier at edge of sheathing around full perimeter of opening.
- B. Cut a head flap at 45-degree angle in the weather barrier at window head to expose 8 inches of sheathing. Temporarily secure weather barrier flap away from sheathing with tape.

### 3.5 FLASHING (for use with non-flanged windows – all cladding types)

- A. Cut 9-inch wide DuPont™ FlexWrap™ or DuPont™ FlexWrap™ NF a minimum of 12 inches longer than width of sill rough opening.
- B. Cover horizontal sill by aligning DuPont™ FlexWrap™ edge with inside edge of sill. Adhere to rough opening across sill and up jambs a minimum of 6 inches. Secure flashing tightly into corners by working in along the sill before adhering up the jambs.
- C. Fan DuPont™ FlexWrap™ at bottom corners onto face of wall. Firmly press in place. Mechanically fasten fanned edges. . Mechanical fastening is not required for DuPont™ FlexWrap™ NF.
- D. Apply 9-inch wide strips of DuPont™ StraightFlash™ at jambs. Align flashing with interior edge of jamb framing. Start DuPont™ StraightFlash™ at head of opening and lap sill flashing down to the sill.
- E. Spray-apply primer to top 6 inches of jambs and exposed sheathing.
- F. Install DuPont™ FlexWrap™ or DuPont™ FlexWrap™ NF at opening head using same installation procedures used at sill. Overlap jamb flashing a minimum of 2 inches.
- G. Coordinate flashing with window installation.
- H. On exterior, install backer-rod in joint between window frame and flashed rough framing. Apply sealant at jambs and head, leaving sill unsealed. Apply sealants in accordance with sealant manufacturer's instructions and ASTM C1193.
- I. Position weather barrier head flap across head flashing. Adhere using 4-inch wide DuPont™ StraightFlash™ over the 45-degree seams.
- J. Tape head flap in accordance with manufacturer recommendations.
- K. On interior, install backer rod in joint between frame of window and flashed rough framing. Apply sealant around entire window to create air seal. Apply sealants per sealant manufacturer's instructions and ASTM C1193.

### 3.6 FIELD QUALITY CONTROL

- A. Notify manufacturer's designated representative to obtain [required] periodic observations of weather barrier assembly installation.

### 3.7 PROTECTION

- A. Protect installed weather barrier from damage.

END OF SECTION

## SECTION 07 62 00

### SHEET METAL FLASHING AND TRIM

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. This Section includes the following sheet metal flashing and trim:
  - 1. Formed roof drainage system.
  - 2. Formed low-slope roof flashing and trim.
  - 3. Formed wall flashing and trim.
- B. Related Sections include the following:
  - 1. Division 6 Section "Rough Carpentry" for wood nailers, curbs, and blocking.
  - 2. Division 7 Section "Roof Accessories" for set-on-type curbs, equipment supports, roof hatches, vents, and other manufactured roof accessory units.
  - 3. Division 7 Section "Joint Protection" for field-applied sheet metal flashing and trim sealants.

##### 1.3 PERFORMANCE REQUIREMENTS

- A. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing, rattling, leaking, and fastener disengagement.
- B. Thermal Movements: Provide sheet metal flashing and trim that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of sheet metal and trim thermal movements. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.
- C. Water Infiltration: Provide sheet metal flashing and trim that do not allow water infiltration to building interior.

##### 1.4 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: Show layouts of sheet metal flashing and trim, including plans and elevations. Distinguish between shop- and field-assembled work. Include the following:
  - 1. Identify material, thickness, weight, and finish for each item and location in Project.
  - 2. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
  - 3. Details for fastening, joining, supporting, and anchoring sheet metal flashing and trim, including fasteners, clips, cleats, and attachments to adjoining work.
  - 4. Details of expansion-joint covers, including direction of expansion and contraction.
- C. Samples for Initial Selection: For each type of sheet metal flashing and trim indicated with factory-applied color finishes.
  - 1. Include similar Samples of trim and accessories involving color selection.

## 1.5 QUALITY ASSURANCE

- A. Sheet Metal Flashing and Trim Standard: Comply with the following. Conform to dimensions and profiles shown unless more stringent requirements are indicated.
  - 1. NRCA Roofing and Waterproofing Manual (Fifth Edition) for construction details and recommendations.
  - 2. SMACNA Architectural Sheet Metal Manual (Fifth Edition) for construction details.
  - 3. ANSI/SPRI ES-1, "Wind Design Standard for Edge Metal Systems Used with Low Slope Roof Systems".
- B. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."
  - 1. Meet with Owner, Architect, Owner's insurer if applicable, Installer, and installers whose work interfaces with or affects sheet metal flashing and trim including installers of roofing materials, roof accessories, unit skylights, and roof-mounted equipment.
  - 2. Review methods and procedures related to sheet metal flashing and trim.
  - 3. Examine substrate conditions for compliance with requirements, including flatness and attachment to structural members.
  - 4. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver sheet metal flashing materials and fabrications undamaged. Protect sheet metal flashing and trim materials and fabrications during transportation and handling.
- B. Unload, store, and install sheet metal flashing materials and fabrications in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack materials on platforms or pallets, covered with suitable weather-tight and ventilated covering. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.

## 1.7 COORDINATION

- A. Coordinate installation of sheet metal flashing and trim with interfacing and adjoining construction to provide a leak-proof, secure, and non-corrosive installation.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
  - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
  - 2. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.

### 2.2 SHEET METALS

- A. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 coating designation; structural quality.
- B. Pre-painted, Metallic-Coated Steel Sheet: Steel sheet metallic coated by the hot-dip process and pre-painted by the coil-coating process to comply with ASTM A 755/A 755M.
  - 1. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 coating designation; structural quality.
  - 2. Exposed Finishes: Apply the following coil coating:
    - a. Factory Prime Coating: Where painting after installation is indicated, provide pretreatment and white or light-colored, factory-applied, baked-on epoxy primer coat; with a minimum dry film thickness of 0.2 mil.

- b. High-Performance Organic Finish: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
          - 1) Fluoropolymer 2-Coat System: Manufacturer's standard 2-coat, thermocured system consisting of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with physical properties and coating performance requirements of AAMA 2604, except as modified below:
            - a) Humidity Resistance: 1000 hours.
            - b) Salt-Spray Resistance: 1000 hours.
          - 2) Color: As selected by Architect from manufacturer's full range.
- C. Stainless-Steel Sheet: ASTM A 240/A 240M, Type 316.
  - 1. Finish: No. 2B.
  - 2. Thickness: 24 gauge.
- D. Lead Sheet: ASTM B 749, Type L51121, copper-bearing lead sheet.
  - 1. Use prefabricated plumbing vent flashings with factory welded and sealed joints at all plumbing vents.
    - a. Flange: 4" minimum
    - b. Four (4) pounds per square foot minimum.

### 2.3 UNDERLAYMENT MATERIALS

- A. Underlayment Material: Cold applied, self-adhering membrane composed of a high strength polyethylene film coated on one side with a layer of rubberized asphalt adhesive and interwound with a disposable release sheet.
  - 1. Performance Requirements:
    - a. Thickness membrane, Method A, ASTM D3767, 40 mil.
    - b. Tensile strength, membrane ASTM D412, (Die C Modified), 250 psi.
    - c. Elongation, membrane ASTM D412, (Die C Modified), 250%.
    - d. Low temperature flexibility, ASTM D1970, Unaffected at -20°F.
    - e. Adhesion to plywood, ASTM D903, 3 lb/in width.
    - f. Permeance (max), ASTM E96, 0.05 perms max.
  - 2. Basis of Design: Grace Ice & Water Shield.
  - 3. Pre-approved substitution, subject to compliance with all requirements indicated in Section 2.1 above.
- B. Slip Sheet: Rosin-sized paper, minimum 3 lb/100 sq. ft.

### 2.4 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads.
  - 1. Exposed Fasteners: Heads matching color of sheet metal by means of plastic caps or factory-applied coating.
  - 2. Fasteners for Flashing and Trim: Blind fasteners or self-drilling screws, gasketed, with hex washer head.
  - 3. Blind Fasteners: High-strength aluminum or stainless-steel rivets.
- C. Solder for Lead: ASTM B 32, Grade Sn50, 50 percent tin and 50 percent lead.
- D. Solder for Zinc: ASTM B 32, 60 percent lead and 40 percent tin with low antimony, as recommended by manufacturer.
- E. Burning Rod for Lead: Same composition as lead sheet.
- F. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

- G. Bituminous Coating: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15-mil dry film thickness per coat. Provide inert-type non-corrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.
- H. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

## 2.5 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with the following recommendations that apply to design, dimensions, metal, and other characteristics of item indicated. Shop-fabricate items where practicable. Obtain field measurements for accurate fit before shop fabrication.
  - 1. NRCA Roofing and Waterproofing Manual (Fifth Edition) for construction details and recommendations.
  - 2. SMACNA Architectural Sheet Metal Manual (Fifth Edition) for construction details.
  - 3. ANSI/SPRI ES-1, "Wind Design Standard for Edge Metal Systems Used with Low Slope Roof Systems".
- B. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
- C. Fabricate sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
  - 1. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- D. Sealed Joints: Form non-expansion but movable joints in metal to accommodate elastomeric sealant to comply with NRCA and/or SMACNA recommendations.
- E. Expansion Provisions: Where lapped or bayonet-type expansion provisions in the Work cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with elastomeric sealant concealed within joints.
- F. Conceal fasteners and expansion provisions where possible on exposed-to-view sheet metal flashing and trim, unless otherwise indicated.
- G. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, non-corrosive metal.
  - 1. Thickness: As recommended by the following for application but not less than thickness of metal being secured.
    - a. NRCA Roofing and Waterproofing Manual (Fifth Edition) for construction details and recommendations.
    - b. SMACNA Architectural Sheet Metal Manual (Fifth Edition) for construction details.
    - c. ANSI/SPRI ES-1, "Wind Design Standard for Edge Metal Systems Used with Low Slope Roof Systems".

## 2.6 ROOF DRAINAGE SHEET METAL FABRICATIONS

- A. Hanging Gutters: Fabricate to cross section indicated, complete with end pieces, outlet tubes, and other accessories as required. Fabricate in minimum 96-inch-long sections. Furnish flat-stock gutter spacers and gutter brackets fabricated from same metal as gutters, of size recommended by NRCA and/or SMACNA but not less than twice the gutter thickness. Fabricate expansion joints, expansion-joint covers, and gutter accessories from same metal as gutters.
  - 1. Gutter Style: "A" or as shown on plans.
  - 2. Expansion Joints: Lap type.
  - 3. Fabricate from the following material:
    - a. Pre-painted, Metallic-Coated Steel: 24 gauge.
- B. Downspouts: Fabricate rectangular downspouts complete with mitered elbows. Furnish with metal hangers, from same material as downspouts, and anchors.
  - 1. Fabricate downspouts from the following material:
    - a. Pre-painted, Metallic-Coated Steel: 24 gauge.

## 2.7 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Roof Edge Flashing (Gravel Stop) and Fascia Caps: Fabricate in minimum 96-inch- long, but not exceeding 10-foot- long, sections. Furnish with 6-inch- wide joint cover plates.
  - 1. Joint Style: Butt, with 6-inch- wide exposed cover plates.
  - 2. Fabricate scuppers from the following material:
    - a. Pre-painted, Metallic-Coated Steel: 24 gauge.
- B. Copings: Fabricate in minimum 96-inch- long, but not exceeding 10-foot- long, sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external leg and drill elongated holes for fasteners on interior leg. Miter corners, seal, and solder or weld watertight.
  - 1. Joint Style: Butt, with 6-inch- wide exposed cover plates.
  - 2. Fabricate copings from the following material:
    - a. Pre-painted, Metallic-Coated Steel: 24 gauge.
- C. Roof to Roof and Roof to Wall Transition Expansion-Joint Cover: Fabricate from the following material:
  - 1. Galvanized Steel: 24 gauge.
- D. Counterflashing: Fabricate from the following material:
  - 1. Galvanized Steel: 24 gauge.
- E. Flashing Receivers: Fabricate from the following material:
  - 1. Galvanized Steel: 24 gauge.
- F. Roof-Penetration Flashing: Fabricate from the following material:
  - 1. Galvanized Steel: 24 gauge.
- G. Scupper inserts: Fabricate from the following material:
  - 1. Stainless Steel: 24 gauge.

## 2.8 FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions and other conditions affecting performance of work.
  - 1. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
  - 2. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
  - 1. Torch cutting of sheet metal flashing and trim is not permitted.
- B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by fabricator or manufacturers of dissimilar metals.
  - 1. Coat underside of sheet metal flashing and trim with bituminous coating where flashing and trim will contact wood, ferrous metal, or cementitious construction.

2. Underlayment: Where installing metal flashing directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet or install a course of polyethylene underlayment.
  3. Bed flanges in thick coat of asphalt roofing cement where required for waterproof performance.
- C. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
- D. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and elastomeric sealant.
- E. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
1. Space cleats not more than 12 inches apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.
- F. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with elastomeric sealant concealed within joints.
- G. Fasteners: Use fasteners of sizes that will penetrate substrate not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.
1. Galvanized or Pre-painted, Metallic-Coated Steel: Use stainless-steel fasteners.
  2. Stainless Steel: Use stainless-steel fasteners.
- H. Seal joints with elastomeric sealant as required for watertight construction.
1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 40 and 70 deg F, set joint members for 50 percent movement either way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F.
  2. Prepare joints and apply sealants to comply with requirements in Division 7 Section "Joint Protection."
- I. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches except where pre-tinned surface would show in finished Work.
1. Do not solder pre-painted, metallic-coated steel sheet.
  2. Stainless-Steel Soldering: Pre-tin edges of uncoated sheets to be soldered using solder recommended for stainless steel and phosphoric acid flux. Promptly wash off acid flux residue from metal after soldering.
  3. Do not use open-flame torches for soldering. Heat surfaces to receive solder and flow solder into joints. Fill joints completely. Completely remove flux and spatter from exposed surfaces.

### 3.3 ROOF DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof drainage items to produce complete roof drainage system according to the following and as indicated. Coordinate installation of roof perimeter flashing with installation of roof drainage system.
1. NRCA Roofing and Waterproofing Manual (Fifth Edition) for construction details and recommendations.
  2. ANSI/SPRI ES-1, "Wind Design Standard for Edge Metal Systems Used with Low Slope Roof Systems".
  3. SMACNA Architectural Sheet Metal Manual (Fifth Edition) for construction details.
- B. Hanging Gutters: Join sections with riveted and soldered joints or with lapped joints sealed with elastomeric sealant. Provide for thermal expansion. Attach gutters at eave or fascia to firmly anchored gutter brackets and straps spaced not more than 36 inches apart. Provide end closures and seal watertight with sealant. Slope to downspouts.
1. Fasten gutter spacers to front and back of gutter.

2. Loosely lock straps to front gutter bead and anchor to roof deck.
  3. Anchor and loosely lock back edge of gutter to continuous cleat.
  4. Anchor back of gutter that extends onto roof deck with cleats spaced not more than 24 inches apart.
  5. Install gutter with expansion joints at locations indicated but not exceeding 50 feet apart. Install expansion joint caps.
- C. Downspouts: Join sections with 1-1/2-inch telescoping joints. Provide fasteners designed to hold downspouts securely 1 inch away from walls; locate fasteners at top and bottom and at approximately 60 inches o.c. in between.
1. Provide elbows at base of downspout to direct water away from building.
  2. Connect downspouts to underground drainage system indicated.
- D. Expansion-Joint Covers: Install expansion-joint covers at locations and of configuration indicated. Lap joints a minimum of 4 inches in direction of water flow.
- 3.4 ROOF FLASHING INSTALLATION
- A. General: Install sheet metal roof flashing and trim to comply with performance requirements and the following. Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight.
1. NRCA Roofing and Waterproofing Manual (Fifth Edition) for construction details and recommendations.
  2. ANSI/SPRI ES-1, "Wind Design Standard for Edge Metal Systems Used with Low Slope Roof Systems".
  3. SMACNA Architectural Sheet Metal Manual (Fifth Edition) for construction details.
- B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in FMG Loss Prevention Data Sheet 1-49 for specified wind zone and as indicated.
1. Interlock bottom edge of roof edge flashing with continuous cleats anchored to substrate at 16-inch centers.
- C. Copings: Anchor to resist uplift and outward forces according to recommendations in FMG Loss Prevention Data Sheet 1-49 for specified wind zone and as indicated.
1. Interlock exterior bottom edge of coping with continuous cleats anchored to substrate at 16-inch centers.
  2. Anchor interior leg of coping with screw fasteners and washers at 18-inch centers.
- D. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending a minimum of 4 inches over base flashing. Install stainless-steel draw band and tighten.
- E. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglet or receivers and fit tightly to base flashing. Extend counterflashing 4 inches over base flashing. Lap counterflashing joints a minimum of 4 inches and bed with elastomeric sealant.
1. Secure in a waterproof manner by means of interlocking folded seam or blind rivets and sealant.
- F. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Install flashing as follows:
1. Turn lead flashing down inside vent piping, being careful not to block vent piping with flashing.
  2. Seal with elastomeric sealant and clamp flashing to pipes penetrating roof except for lead flashing on vent piping.
- 3.5 MISCELLANEOUS FLASHING INSTALLATION
- A. Equipment Support Flashing: Coordinate installation of equipment support flashing with installation of roofing and equipment. Weld or seal flashing with elastomeric sealant to equipment support member.
- 3.6 CLEANING AND PROTECTION
- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.

- B. Clean and neutralize flux materials. Clean off excess solder and sealants.
- C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain in a clean condition during construction.
- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION

**SECTION 07 71 00**  
**ROOF SPECIALTIES**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Formed Aluminum Roof Specialties:
  - 1. Formed gutters and downspouts. (AP)
- B. Extruded Aluminum Roof Specialties:
  - 1. Extruded downspouts.

**1.2 RELATED SECTIONS**

- A. Section 07 62 00 - Sheet Metal Flashing and Trim.
- B. Section 07 90 00 - Joint Protection.

**1.3 REFERENCES**

- A. ASTM International (ASTM): Standards for aluminum alloy composition.

**1.4 SUBMITTALS**

- A. Submit under provisions of Section 01 33 00 – Submittal Procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.
- C. Shop Drawings: Including but not limited to profiles, accessory items, anchorage and flashing details, interface with adjacent construction, and dimensions.
- D. Selection Samples: For each finish product specified, two complete sets of color charts representing manufacturer's full range of available finish options.
- E. Verification Samples: For each finish product specified, two sample chips representing actual product, color, and patterns.

**1.5 QUALITY ASSURANCE**

- A. Single Source Requirements: To the greatest extent possible provide products specified in this section by a single manufacturer.
- B. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
  - 1. Finish areas designated by Architect.
  - 2. Do not proceed with remaining work until workmanship is approved by Architect.
  - 3. Rework mock-up area as required to produce acceptable work.

**1.6 DELIVERY, STORAGE AND HANDLING**

- A. Deliver, store and handle materials and products in strict compliance with manufacturer's instructions and recommendations and industry standards.
- B. Store materials within recommended limits for temperature and humidity recommended by manufacturer. Protect from damage.
- C. Store products in manufacturer's labeled packaging until ready for installation.

#### 1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

#### 1.8 SEQUENCING AND SCHEDULING

- A. Conference: Convene a pre-installation conference to establish procedures to maintain optimum working conditions and to coordinate this work with related and adjacent work.

### PART 2 PRODUCTS

#### 2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Architectural Products Co. Inc., which is located at: P.O. Box 630 1290 Aviation Blvd.; Hebron, KY 41048; Toll Free Tel: 800-837-1001; Tel: 859-689-2210; Fax: 859-689-2215; Email:[request info \(info@archprod.com\)](mailto:request_info(info@archprod.com)); Web:[www.archprod.com](http://www.archprod.com)
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

#### 2.2 FORMED ALUMINUM ROOF SPECIALTIES

- A. Formed Gutters and Downspouts: Formed AP Gutters and Downspouts as manufactured by Architectural Products Co. Inc.
  - 1. Description: Custom formed aluminum gutters and downspouts.
  - 2. Type: As indicated on Drawings
  - 3. Type: Heavy extruded aluminum downspouts in areas designated on Drawings.
  - 4. Surface Texture: Smooth, standard.
  - 5. Finish: As indicated on Drawings.
    - a. Color: As indicated on Drawings.

#### 2.3 EXTRUDED ALUMINUM ROOF SPECIALTIES

- A. Extruded Downspouts: Extruded Downspouts as manufactured by Architectural Products Co. Inc.
  - 1. Description: 0.125 inch (3.1 mm) thick extruded aluminum downspout for high abuse areas.
  - 2. Application: As indicated on Drawings.
  - 3. Size: As indicated on Drawings.
  - 4. Finish: As indicated on Drawings.
    - a. Color: As indicated on Drawings.

### PART 3 EXECUTION

#### 3.1 PREPARATION

- A. Prepare substrates using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

- B. Do not proceed with installation until substrates have been prepared using the methods recommended by the manufacturer and deviations from manufacturer's recommended tolerances are corrected. Commencement of installation constitutes acceptance of conditions.
- C. If preparation is the responsibility of another installer, notify Architect in writing of deviations from manufacturer's recommended installation tolerances and conditions.

### 3.2 INSTALLATION

- A. Install in accordance with manufacturer's installation instructions and in proper relationship with adjacent construction.

### 3.3 CLEANING AND PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

## SECTION 07 90 00

### JOINT PROTECTION

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Preparing substrate surfaces.
- B. Sealant and joint backing.

##### 1.2 REFERENCES

- A. ASTM C919 - Use of Sealants in Acoustical Applications.
- B. ASTM C920 - Elastomeric Joint Sealants.
- C. ASTM D1565 - Flexible Cellular Materials - Vinyl Chloride Polymers and Copolymers (Open-Cell Foam).

##### 1.3 SUBMITTALS

- A. Product Data: Provide data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, color availability.
- B. Manufacturer's Installation Instructions: Indicate special procedures, surface preparation, perimeter conditions requiring special attention.

##### 1.4 QUALITY ASSURANCE

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform acoustical sealant application work in accordance with ASTM C919.
- C. Maintain one copy of each document on site.

##### 1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum 5 years documented experience.
- B. Applicator: Company specializing in performing the work of this section with minimum 3 years documented experience approved by manufacturer.

##### 1.6 ENVIRONMENTAL REQUIREMENTS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

##### 1.7 COORDINATION

- A. Coordinate work with all disciplines.
- B. Coordinate the work with all sections referencing this section.

##### 1.8 WARRANTY

- A. Provide five year warranty.
- B. Warranty: Include coverage for installed sealants and accessories which fail to achieve water tight seal, exhibit loss of adhesion or cohesion, or do not cure.

#### PART 2 PRODUCTS

##### 2.1 SEALANTS

- A. Silicone Sealant: Single component, low modulus, moisture curing, non-sagging, non-staining, non-bleeding; color as selected; Spectrem 1 manufactured by Tremco.

1. Elongation Capability 100 percent
  2. Service Temperature Range -65 to 300 degrees
  3. TT-S-00230C (COMB-NBS) Type III, Class A.
  4. TT-S-001543A (COM-NBS) Class A. ASTM 920-86.
  5. Type S, Grade NS, Class 25.
- B. Acoustical Sealant: Tremco Acoustical Sealant
- C. Exterior flatwork joint cap sealant: (where green streak G610 and G628 are not used): Pourable type sealant (conforming to requirements of AASTO M173 or ASTM D1190) FS TT-S-00227e, Type I at flatwork; Type II non-sag at CMU wall.

## 2.2 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: ASTM D1565; round, cell polyethylene foam rod; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify that substrate surfaces and joint openings are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

### 3.2 PREPARATION

- A. Remove loose materials and foreign matter which might impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instruction.
- C. Perform preparation in accordance with manufacturer's instructions.
- D. Protect elements surrounding the work of this section from damage or disfiguration.

### 3.3 INSTALLATION

- A. Install sealant in accordance with manufacturer's instructions.
- B. Measure joint dimensions and size materials to achieve required 2:1 width/depth ratios.
- C. Install joint backing to achieve a neck dimension no greater than 1/3 of the joint width.
- D. Install bond breaker where joint backing is not used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- G. Tool joints concave.

### 3.4 CLEANING

- A. Clean work as required during the course of construction.
- B. Clean adjacent soiled surfaces.

### 3.5 PROTECTION OF FINISHED WORK

- A. Protect finished installation.
- B. Protect sealants until cured.

END OF SECTION

## SECTION 09 21 13

### PLASTER ASSEMBLIES

#### PART I – GENERAL

##### 1.01 SUMMARY

- A. Provisions of Division 01 apply to this section.
- B. Section Includes:
  - 1. Water-resistive barrier (WRB)
  - 2. Portland cement plaster or (“Stucco”) as indicated on drawings.
  - 3. Lath & Related Accessories.
- C. Related Sections:
  - 1. Section 06 10 00: Rough Carpentry
  - 2. Section 07 25 00: Weather Barriers
  - 3. Section 07 90 00: Joint Protection

##### 1.02 DEFINITION

- A. Three coat (7/8 inch) Plaster Assembly over Framing:  
Silicone core/fiberglass face or wood based sheathing (per APA) exterior sheathing board, with one sheet of a self-adhered flashing (SAF) applied at all horizontal surfaces, under weather-resistive barrier (WRB), plaster accessories, metal lath, a conventional plaster scratch and brown coat meeting ASTM Standard C 926, with an integrally colored finish.
- B. Two-Coat (5/8 inch) plaster over CMU substrate:  
A 3/8” to 1/2” ASTM C 926 Basecoat directly applied to properly-prepared concrete masonry units, with an integrally colored finish. A metal lath (no WRB) is required for applications over 5/8 inch thick.

##### 1.03 DESIGN REQUIREMENTS

- A. Provide portland cement plaster assemblies meeting International Building Code (IBC), American Society of Testing Materials (ASTM) and Technical Services Information Bureau (TSIB) requirements and/or recommendations for a nominal 7/8 inch cement plaster.
- B. Contractor shall install a complete portland cement plaster “stucco” assembly including all the equipment, materials and labor necessary as indicated on drawings. Color shall be integral in the finish mix. Stucco is not to be painted.
- C. Contractor shall not assume design authority and shall request and/or inform Architect of any design deficiencies that may have a deleterious effect on the plaster assembly.

##### 1.04 SUBMITTALS

- A. General: Submit in accordance with Section 01 33 00.
- B. Product Data: Submit manufacturer’s data sheets of all products to be installed, describing product size, finish and verify compliance with code or approval (i.e., ICC Evaluation Report.). Do not proceed until submittals are approved in writing by Architect.
- C. Samples: Submit actual samples of all trim accessories to be installed (control joints, expansion joints, corner reinforcement, reveals and screeds)
- D. Substitutions: Submit under provisions of Section 01 60 00.
- E. Certificates: Provide certificates of any proprietary materials and/or systems to be installed for the product and that contractor is approved by manufacturer to install that product.
- F. Submitted sample: Contractor to submit a 24 inch x 24 inch sample of portland cement plaster with representative sample of workmanship, color and texture. Once approved by Architect, sample shall remain on project site for reference until project is complete.

- G. Site Mock-Up: Contractor shall install a mock-up on site that includes and demonstrates cement plaster to window transition with a flashing a penetration. In addition or may be same mock-up a control or expansion joint installation. The site mock may be part of the building, do not proceed until Architect has approved the flashing procedure. Do not alter from the established procedure unless approved by Architect.

#### 1.05 QUALITY ASSURANCE

- A. Contractor shall be licensed, bonded and financially sound to complete project.
- B. Contractor shall meet the following requirements:
  - 1. Specialize in the scope of work, Lathers and Plasterers employed shall have completed a State-approved apprenticeship program for Lathing and Plastering. Apprentices shall be currently enrolled in such program.
  - 2. Contractor shall be able to meet scheduling requirements set at time of bid.
  - 3. Document experience in quality work of similar scope.
  - 4. Member in good standing of the Western Wall and Ceiling Contractors Association ([www.wvcca.org](http://www.wvcca.org)) or have a verified state approved apprenticeship program for lathers/plasterers.
- C. Comply with the following Standards:
  - 1. ASTM C 1063- Installation of Lathing, Furring and Accessories to Receive Portland Cement Plaster.
  - 2. ASTM C 926- Application of Portland Cement Plaster.
  - 3. ASTM B 69 – Standard Specification for Rolled Zinc.
  - 4. ASTM D 4216 - Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) and Related PVC and Chlorinated Poly (Vinyl Chloride) (CPVC) Building Products Compounds.
  - 5. International (or local) Building Code (most current edition)
  - 6. Technical Service Information Bureau (TSIB) Technical Bulletins and “Plaster Textures & Acrylic Finishes” brochure.
  - 7. Manufacturer’s recommendations of products used.
  - 8. Plaster Assemblies Manual (most current edition)
- D. Inspection: TSIB may be requested to provide visual walk of completed lath prior to application of cement. WWCCA Contractor agrees to follow any and all recommendations directed by the TSIB. [WWW.TSIB.ORG](http://WWW.TSIB.ORG)
- E. OSHA and/or CAL/OSHA requirements where apply

#### PART 2 – PRODUCTS

##### 2.01 SHEATHING (not applicable)

##### 2.02 LATH AND RELATED ACCESORIES

- A. Water-resistant barrier (WRB) shall be as described in Section 07 25 00 – Weather Barriers.
- B. Self-Adhered Flashing (SAF) must be compatible with the WRB, minimum 25 mils thick, self-sealing and waterproof. Alternates must be approved by Architect.
- C. Cold-Rolled Channel (CRC): 1 ½ inch and ¾ inch with a minimum of 33,000 psi yield strength and a minimum of .0538 inch bare steel thickness, comply with ASTM A 653. Note: For suspended soffits and ceilings use 1½ inch CRC as main carrying channels and ¾ inch CRC as cross furring.
- D. Lath: Type and style appropriate use. Paper-backed lath must be approved by Architect prior to use.
  - 1. Expanded metal: Galvanized diamond mesh, 3.4 lbs/sy, self-furred, complying with ASTM C 847 (For metal framing, concrete and/or masonry substrates)
  - 2. Woven Wire: Galvanized, self-furred, 17 gage with openings not to exceed 1½ inch, complying with ASTM C 1032. Not for use on cold formed framing, concrete or masonry substrates. (For wood framed walls).
  - 3. Welded Wire: Galvanized, self-furred, 17 gage with openings not to exceed 1 ½ inch, complying with ASTM C 933. Not for use on ceilings (unless specifically

- designed), concrete or masonry substrates. Maybe used over metal framed walls provided the product is specifically designed for that purpose.
4. Cornalath: Galvanized diamond mesh with 3 inch flanges & smooth edges. Used for inside corner reinforcement.
  5. Striplath: 6" wide galvanized diamond mesh with smooth edges. Used at corners of all openings such as doors and windows for reinforcement.
- E. Lath Accessories: (Zinc) accessories to conform to ASTM B 69. (PVC) accessories to conform to ASTM D 4216.
1. Foundation Weep Screeds: Single-piece (Zinc) with 3 1/2 inch nailing flange. Must be type that is designed to allow moisture to weep out. Grounds to provide 7/8 inch thickness of cement plaster.
  2. Control Joints: Single-piece (Zinc). Grounds to provide 7/8 inch thickness of cement plaster.
  3. Expansion joint: Two-piece (Zinc) designed to allow for movement in multiple directions. Grounds to provide 7/8 inch thickness of cement plaster.
  4. Casing Beads: Single-piece (Zinc) "J" metal bead with 1 inch nailing flange. Grounds to provide 7/8 inch thickness of cement plaster.
  5. Corner Beads: Single-piece (Zinc) with added stiffener and 3 1/4 inch flanges.
  6. Drip Screed Reveal: Single-piece (PVC). Grounds to provide 3/4 inch thickness of cement plaster & 3/4 inch reveal.
- F. Fasteners: All fasteners shall be corrosion resistant, delivered in sealed packages and clearly labeled.
1. Wire: shall be galvanized annealed and 18 gage or 16 gage as appropriate for use, comply with Federal Spec. FSQQ-W-461g.AS.
  2. Screws: Wafer head "lathers" Type S with length that penetrates steel not less than 3/8 inch or into wood framing 5/8 inch Comply with ASTM C 1002 and/or ASTM C 954.
  3. Nails: Galvanized 11 gage with a 3/8 inch diameter head and a length to penetrate wood framing (exclusive of sheathing) minimum 3/4" inch. Comply with FS FF-N-105.
  4. Staples: Galvanized 16 gage with a minimum 3/4 inch crown and legs that penetrate wood framing (exclusive of sheathing) minimum 3/4 inch. Comply with FS-FF-N-105.
  5. Powder Actuated Fasteners: for concrete and masonry substrates only. Comes with a factory washer (disc) and shall have manufacturer's recommendation for the specific use intended. Must demonstrate a minimum 50 pound pull out value, not less than 3/4 inch long and is a head diameter of 3/8 inch wide.

## 2.03 PLASTER AND RELATED MATERIALS

- A. Portland Cements:
1. "Common" Cement Type I/II or III, Comply with ASTM C 150
  2. Masonry Cement, Comply with ASTM C 91
  3. Plastic Cement, Comply with ASTM C1328
  4. Proprietary Blended Basecoats must demonstrate compliance with ASTM C 926 and provide a manufacturer's warranty
- B. Lime: Hydrated and Type S and complying with ASTM C 206
- C. Sand: Washed, free of deleterious or friable material and well graded, conforming to ASTM C 897 or demonstrate sand has a successful performance of at least five (5) years.
- D. Water: Clean and potable.
- E. Additives to the basecoat:
1. Fibers: 1/4 to 1/2 inch long alkali resistant, polypropylene, nylon or fiberglass, complying with ASTM C 1116
  2. Pumping Additive: May be used when approved by Architect and only with a letter

- from manufacturer that the pump additive will have no deleterious effect on the plaster mix.
3. Other Additives (air-entrainers, water reducers, accelerators and alternate plasticizers): not permissible unless approved by Architect.
- F. Basecoat Mix Proportions: Contractor shall select one of the following approved mix ratios and not alternate, switch or modify through the duration of the project unless approved by architect, follow TSIB recommendations: Scratch coat may be slightly richer in cement than brown coat: Proportions are listed in parts per volume. Sand is parts per “sum” of cementitious materials, lime is considered a cement. Fibers may be added to all mixes except proprietary basecoats. Pumping aids may be used if manufacturer’s recommendations are closely followed. Quantities are volume and in parts:  
Option #1 -  
Field Mix: Conforming to ASTM C 926, Table 3  
Option #2  
Proprietary Basecoat: Follow all manufacturers’ recommendations to ensure warranty
- G. Finish Coat: Refer to drawings for Cement or Acrylic Finish Coat. (Architect to select “cement” or an “acrylic” finish and note on elevations. Architect to select one:
1. Cement Finish: Pre-blended and bagged by a manufacturer member of the Stucco Manufacturers Association (SMA). Cement finish shall be pre-blended base material with pre-packaged color boxes (if required). Texture and color selection by Architect: (Select One and Note on Elevations)
    - a. Sand Finish (16-20)
    - b. Light machine “Dash”
    - c. Lace or Spanish trowel
    - d. Semi-smooth- (Santa Barbara or Mission) – shall include a polymer basecoat compatible with the cement finish coat and fiberglass mesh over the brown coat.
  2. Acrylic Finish: Pre-blended and colored by a manufacturer that is a member of EIMA or the SMA. Texture and color selection by Architect: (Select one and note on elevations)
    - a. Sand Finish (fine, medium, coarse)
    - b. Putz or Swirl
    - c. Semi-smooth finish
    - d. Natural Stone Aggregate
    - e. Ceramic bead finish
    - f. Metallic finish
  3. Use a primer coat for the acrylic finish to ensure color uniformity and 100% coverage on lighter colors and all putz finish or swirl finishes.
  4. Fog coat manufactured by manufacturer for cement finish to ensure color uniformity (as needed)
  5. Bonding agent (if required), non-re-emulsifying type, designed specifically for exterior portland cement plaster.
- H. Architectural EPS Foam Shapes (Optional): Shall conform to ASTM C-578 type 1, flame spread index 25 or less, smoke generated 450 or less as tested in accordance with ASTM E 84. Size, shape and thickness is as indicated on drawings or details.

## PART 3 –EXECUTION

### 3.01 EXAMINATION

- A. Verify that substrate and/or framing is complete and adequate to support lath and a Portland cement plaster before starting work. Notify Architect, Owner or General Contractor of any unsatisfactory conditions. Proceed as directed.
- B. Clarify questions about details and inform Architect of conditions not to industry or TSIB standards. Proceed as directed.

- C. Do not cover wet materials, i.e. wood, gypsum sheathing.

### 3.02 WATER RESISTIVE BARRIER (WRB) INSTALLATION

- A. Install WRB with a minimum two (2) inch horizontal laps and six (6) inch vertical laps. WRB is not required on ceilings or soffits.
- B. Repair holes, tears or rips as recommended by the TSIB.
- C. A Self Adhered Flashing (SAF) shall be used under the cement plaster in any locations where the plaster will be in less than a 60° plane or where water can pond. Apply SAF and WRB in a “Shingle Fashion”.
- D. A WRB (building paper or “stuccowrap”) is not to be applied over concrete and/or masonry substrates. Liquid applied or trowel able products (if required) are to be reviewed by Architect prior to installation.
- E. Cement plaster shall not be installed in a horizontal position and subject to water ponding. The surface and framing shall be sloped and have a layer of SAF to extend over the WRB to six (6) inches onto the vertical wall surface.

### 3.03 LATH AND TRIM ACCESSORY INSTALLATION

- A. Install trim accessories, i.e. weep screeds, casing beads, reveals, drip molds, corner reinforcement and control/expansion joints plumb, level and straight. All intersections and terminations shall be neatly mitered and align with adjoining trims. The grounds shall be set to provide specified plaster thickness.
- B. Install longest length possible. It is recommended not to use pieces shorter than six (6) feet in length. (i.e. a 12 foot opening shall have two(2) six 6’ (foot) pieces.) Ends of lath should be staggered.
- C. Attach trim accessories to remain firm and solid during plastering. Attachment should not exceed 24 inches on center.
- D. Single-piece Control Joints may be placed over continuous lath and wire tied to lath. Two-piece Expansion Joints must have the lath cut, be attached to framing and lath lap the flanges. Expansion joints govern over control joints (i.e. control joints shall terminate into expansion joints).
  - 1. Place control joints as indicated on elevations. Typically this will be at corners of window and door openings. Panels should be as square as possible and should not exceed 144 square feet in size (unless otherwise noted on plans)
  - 2. WRB shall be continuous behind all control joints and vertical reveals.
  - 3. Horizontal reveals or two-piece expansion joints “may” have the WRB lap over the upper nail flange of the reveal. When this method is used; the WRB must extend up from below the horizontal reveal continuous behind and up past the reveal a minimum of six (6) inches. The upper layers of WRB lap over the nail flange.
- E. Walls subject to wind-driven rain shall have the trim accessory terminations, intersections and miters embedded in a daub of sealant.
- F. Expanded flange casing shall be allowed over concrete and/or masonry substrates.
- G. Apply metal lath horizontally across framing or furring supports and lap lath a minimum 1/2 inch at sides and minimum 1 inch on ends. Lap wire lath minimum one mesh on sides and ends. Stagger vertical laps at least 16 inches. Do not lap WRB over lath (no cold joints).
- H. Lath shall lap flanges of solid flanged trim accessories by a minimum of 50%.
- I. Attach lath to framing supports not more than seven (7) inches apart along framing supports only.
- J. Powder Actuated Fasteners shall be used on concrete/masonry substrates when lath is applied. Fasteners shall be driven home and avoid spalling of concrete. Pattern shall simulate that of framed walls. Fasteners shall have a minimum 50 lb “pull out” value.

- 3.04 SOFFITS AND CEILINGS (not applicable)
- 3.05 PLASTER INSTALLATION
- A. General: Areas not to be plastered shall be protected and/or kept clean and free of cement. Basecoat shall be plumb and level, tolerance shall be ¼ inch in ten (10) feet. Texture and color shall match mock-ups.
  - B. Concrete/masonry substrates: Contractor to determine if substrate is an acceptable for plaster bonding and if a bonding agent is required. Test patches are recommended. If substrate is questionable, notify Architect and proceed as directed.
  - C. Cement plaster to be applied with hand tools or machine at contractor's option (Best Means & Methods).
  - D. Do not mix more plaster that can be used in 30 minutes. Do not re-temper. Add only enough water allow proper application of cement plaster.
  - E. Verify lath is complete, substrates sound and solid prior to plastering.
- 3.06 SCRATCH COAT
- A. Apply from architectural break to architectural break with sufficient pressure to ensure keying into lath. No cold joints shall be allowed.
  - B. Apply in sufficient thickness to substantially cover the lath.
  - C. Immediately score (scarify) in a predominately horizontal direction.
  - D. Wipe down all corners and leave no cement protrusions that will interfere with application of brown coat.
  - E. (OPTION) Place "butterflies" of alkali-resistant fiberglass mesh in a diagonal direction, delicately onto fresh scratch coat at the apex of window and door penetrations.
  - F. Let scratch coat cure 48 hours and moist cure with water. Contractor will determine moist-cure procedures based on climate conditions.
  - G. Keep scratch coat hydrated. Follow ASTM and/or TSIB recommendations for curing.
  - H. Do not apply brown coat until scratch coat is firm and hard.
- 3.07 BROWN COAT
- A. Pre-wet the scratch coat or concrete/masonry substrate (if required) to avoid excessive suction of moisture from brown coat to avoid accelerated evaporation.
  - B. Apply from architectural break to architectural break. No cold joints will be allowed.
  - C. Brown coat shall be applied and fill to the grounds. Surface to be immediately darbied and/or rodded to a level and plumb plane.
  - D. When the initial moisture has left brown coat, "hard" float the brown coat to "densify", consolidate and prepare for a finish coat. Sponge floats are not acceptable. A hard float shall be considered made from wood shingle, cork, plastic, compact felt or neoprene.
- 3.08 ALTERNATE METHOD
- A. Building codes and standards recognize the "alternate" method or "double-back" application method to apply the brown coat. This is acceptable only after approval from Architect.
  - B. The brown coat may be applied to the scratch coat as soon as the scratch coat has attained sufficient rigidity to allow brown coat application if the application does not fracture the scratch. On sheathed construction, the brown can be applied the same day at contractor's option. Hard floating and curing still applies.

3.09 CURING

- A. It is important to keep cement basecoat hydrated and allow the cement to chemically cure and harden. Moist cure as needed, morning and evening as required to produce a hard basecoat. Refer to TSIB recommendation.
- B. Basecoat shall be allowed to cure a minimum of seven (7) days before applying a finish coat. If feasible allow the basecoat to cure fourteen (14) days prior to applying the finish coat.
- C. Plastered walls with excessive shrinkage cracks in the basecoat due to a failure to water cure shall be skim coated with a polymer-based cement coat prior to applying a finish coat.

3.10 FOAM SHAPE INSTALLATION:

- A. Adhesively attach the shapes to the properly-cured base as noted on drawings with adhesive recommended by shape's base coat and finish manufacturer and allow to fully cure.
- B. Apply acrylic base coat and fully embed 4 oz. fiberglass mesh into wet base coat.
- C. Specified Finish must be compatible with basecoat.

3.11 FINISH COAT

- A. Apply finish coat to match mock-ups in color and texture.
- B. Acrylic finish coat (delete if not applicable): apply a primer coat for light colored finishes or provide full prime coverage for all "putz" or "swirl" textures, Natural Stone Aggregate and Ceramic-bead textures.
- C. Provide sufficient crew size to maintain a wet edge. Scaffold lines should be kept to a minimum.
- D. Maintain consistency and uniformity in application procedures and techniques.
- E. Leave adjacent surfaces clean and free of plaster (stucco).
- F. Leave protection of the plaster in place until finish coat is set.
- G. Repair scaffold tie-ins to maintain water-resistance of plaster assembly and blend with finish coat.

3.12 QUALITY CONTROL

- A. Finish tolerance shall be 1/4" in ten (10) feet. No "eye-catching" discrepancies shall be allowed. Refer to TSIB Technical bulletin on "Judging Exterior Plaster".
- B. Avoid performing work that will result in patching.
- C. In the event of a dispute over quality or an installation, the architect shall call on the TSIB. Contractor agrees to abide by TSIB decision for repair, alteration or remedy.

END OF SECTION

## SECTION 09 65 13.13

### RESILIENT BASE

#### PART 1 – GENERAL

##### 1.1 GENERAL PROVISIONS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions of Division 01 General Requirements, Specification Sections, apply to this section.

##### 1.2 SUMMARY

- A. Section includes:
  - 1. Resilient Wall Base

##### 1.3 SUBMITTALS, RELATED DOCUMENTS

- A. General: Submit listed submittals in accordance with Conditions of the Contract and Division 1 Submittal Procedures.
- B. Product Data: Submit manufacturers:
  - 1. Technical data sheet
  - 2. Care & maintenance document
  - 3. WarrantyFor each material and accessory proposed for use (available at [www.flexcofloors.com](http://www.flexcofloors.com)).
- D. Samples for Initial Selection: For each type of product indicated.
- E. Samples for Verification: For each type of product indicated, in manufacturer's standard-size samples of each resilient product color, texture and pattern required.
- F. Product Schedule: For resilient products. Use same designations indicated on Drawings.

##### 1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Provide resilient wall base materials manufactured in the United States of America by a firm with a minimum of 10 years' experience with resilient rubber materials of type equivalent to those specified.
- B. Provide resilient wall base, flooring materials, adhesives, accessories and subfloor preparation products from one manufacturer to ensure color matching and compatibility.
- C. Manufacturer shall be capable of providing technical training and technical field service representation.

##### 1.5 RELATED WORK

- A. Installer must be professional, licensed, insured and acceptable to manufacturer of resilient flooring materials. Project Managers or Field Supervisors must be INSTALL (International Standards & Training Alliance) certified CFI (Certified Floorcovering Installers) Certified and/or an FCICA (The Flooring Contractors Association) CIM (Certified Installation Manager) for the requirements of the project or equivalent.

##### 1.6 DELIVERY, STORAGE AND HANDLING

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within the range recommended by Flexco of 55 degrees F (13 degrees C) and 85 degrees F (29 degrees C).

##### 1.7 PROJECT CONDITIONS

- A. Install resilient products after other finishing operations, including painting, have been completed.
- B. Maintain ambient temperatures within range of ( $\pm$  10 degrees F) 65 degrees (18 degrees C) and 85 degrees F (29 degrees C) in the spaces to receive the resilient products during:
  - 1. 48 hours before installation.

2. During installation.
3. 48 hours after installation.
- C. Maintain relative humidity between 40% and 65% during installation.
- D. Avoid conditions in which dew point causes condensation on the installation surface.

## 1.8 WARRANTY

- A. Provide manufacturer's standard limited commercial warranty to cover manufacturing defects

## PART 2 – PRODUCTS

### 2.1 MANUFACTURER

- A. Basis-of-Design: Flexco Floors | 1401 East 6<sup>th</sup> Street | Tuscumbia, AL 35674 | P: (800) 633-3151
- B. Substitutions: Submit under provisions of Section 01 60 00.

### 2.2 PRODUCTS

- A. TRADITIONAL WALL BASE
  1. FLEXCO BASE 2000 THERMOPLASTIC RUBBER (TP) WALL BASE - specify rubber wall base with the following characteristics: Meets the performance requirements for the following Industry Standards:
    - a. ASTM F1861, Standard Specification for Resilient Wall Base, Type TP (rubber, thermoplastic), Group 2 (layered), Style A&B (straight, cove)
    - b. ASTM E84, Standard Test Method for Surface Burning Characteristics of Building Materials, Class A.
    - c. ASTM E648 (NFPA 253), Standard Test Method for Critical Radiant Flux, Class 1, >0.45 W/cm<sup>2</sup>.
    - d. ASTM E662 (NFPA 258), Standard Test Method for Smoke Density, Passes, <450
    - e. ASTM F137, Standard Test Method for Flexibility of Resilient Flooring Materials protocols, Passes
    - f. ASTM F386, Standard Test Method for Thickness of Resilient Flooring Materials Having Flat Surfaces, Passes
    - g. ASTM F925, Standard Test Method for Resistance to Chemicals of Resilient Flooring, Excellent
    - h. ASTM F1515, Standard Test Method for Measuring Light Stability of Resilient Flooring protocols, Passes
    - i. National Fire Protection Association (NFPA):
    - j. NFPA 253, Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Energy Source
    - k. NFPA 255, Standard Method of Test of Surface Burning Characteristics of Building Materials
    - l. NFPA 258, Test Method for Specific Density of Smoke Generated by Solid Materials
    - m. CAN/ULC-S102.2
    - n. FSR 10, SDS 60
- B. FLEXCO RUBBER WALL BASE IS A THERMOPLASTIC RUBBER (TP)
  1. Flexco Base 2000 Wall Base
  2. Flexco Base 2000 4" height.
  3. Flexco Base 2000 120' length rolls.
  4. B. Cove.
  5. Color to be selected by Architect from manufacturer's standard color selections.
  6. TP BASE 2000 rubber base is SCS FloorScore® Certified and meets California Specifications Section 01350
  7. TP BASE 2000 rubber base and accessories do not contain chemicals that may be hazardous to human health

8. TP BASE 2000 rubber base meets NSF 332 Gold Criteria
9. TP BASE 2000 rubber base meets CHPS Criteria
10. TP BASE 2000 rubber base is manufactured in the U.S.A.
11. TP BASE 2000 rubber base is manufactured in a Facility that is ISO 14001 Certified
12. TP BASE 2000 rubber base is free of materials known to be teratogenic, mutagenic or carcinogenic
13. TP BASE 2000 rubber base is free of Halogens
14. TP BASE 2000 rubber base is free of Asbestos
15. TP BASE 2000 rubber base is free of Phthalates
16. TP BASE 2000 rubber base is free of Heavy Metals
17. TP BASE 2000 rubber base is free of any Red List Chemicals

### 2.3 INSTALLATION AND MAINTENANCE MATERIALS

- A. Substrate/Background Preparation Products:
  1. Adhesives: Adhesives should be selected based on the site conditions and use of the space being installed.
- B. Recommended Adhesive Products:
  1. Excelsior WB-600 Acrylic Wall Base Adhesive provided by Flexco
    - a. Unit Size: 30 oz. cartridge, 1 Gallon & 4 Gallon
    - b. Coverage: 30 – 70 linear feet per cartridge, 180 – 340 linear feet per gallon
    - c. Standard installations over porous backgrounds
    - d. 100 % solids, solvent free and low VOCs
    - e. Hard set adhesive adding to dimensionally stable materials
    - f. Excellent sheer strength
  2. Excelsior C-630 Contact Adhesive provided by Flexco
    - a. Unit Size: 1 Quart
    - b. Coverage: 20 – 40 Square Feet per unit / 120 – 140 Linear Feet per unit
    - c. Standard installations over porous and non-porous substrates
    - d. Hard set adhesive adding to dimensionally stable materials
    - e. Excellent sheer strength
    - f. Superior bond strength
    - g. Great for environments with topical moisture
- C. Accessories: Items needed to complete the installation. Recommended accessory products:
  - a. Flexco Factory Corners
  - b. Rubber Corner Blocks
  - c. Mini-Rubber Corners
  - d. Color-matched Caulks
- D. Maintenance Materials: Proper maintenance of the installation is critical to the long term performance of the flooring products being specified. Using the appropriate chemicals to maintain the product according to the environment in which it is specified is critical. Recommend maintenance products:
  1. Excelsior NC-900, All-Purpose Neutral pH Cleaner provided by Flexco
    - a. For initial maintenance
    - b. For daily and routine maintenance

## PART 3 – EXECUTION

### 3.1 GENERAL

- A. General Contractor Responsibilities:
  1. Supply a safe, climate controlled building as detailed in Flexco Technical Data Sheets.
  2. Ensure substrate/background meets the requirements of ASTM F1861, Flexco Technical Data Sheets and Excelsior Technical Data Sheets.

3. Provide a secure storage area that is maintained permanently or temporarily at normal operating temperature and humidity conditions between 65° F and 85° F and between 40% and 65% relative humidity, for at least 48-hours prior to and during the application of the wall base, so the contractor can acclimate the rubber base materials per manufacturer's instructions.
4. Provide an installation area that is weather tight and maintained either permanently or temporarily at ambient service temperature and humidity. Normal operating temperature and humidity conditions are between 65° F and 85° F and between 40% and 65% relative humidity, for at least 48-hours prior to and during the application of the wall base per the manufacturer's instructions.
5. Ensure areas with direct prolonged exposure to sunlight are protected with protective UVA/UVB restrictive coatings or films.
6. In areas where the walls are subject to direct sunlight through doors or windows, the doors and windows should be covered using blinds, curtains, cardboard or similar for the time of the installation and 72-hours after the installation to allow the adhesive to cure. Note: These areas should be installed using wet adhesives only.
7. Conduct initial maintenance prior to final usage per the Flexco Care & Maintenance Documents. Do not conduct initial maintenance until adhesive has cured per the adhesive technical data.
8. Provide trained installers that are professional, licensed, insured and acceptable to manufacturer of resilient rubber wall base materials.
9. Ensure installers or installation teams meet one of the following requirements:
  - a. Have completed INSTALL (International Standards & Training Alliance)
  - b. CFI (Certified Floorcovering Installers) training programs
  - c. Certified by INSTALL or CFI.
  - d. Are being supervised by Project Managers or Field Supervisors that are INSTALL (International Standards & Training Alliance) certified, CFI (Certified Floorcovering Installers) Certified and/or an FCICA (The Flooring Contractors Association) CIM (Certified Installation Manager).
10. Follow all requirements in the appropriate Flexco and/or Excelsior Technical Data Sheets, Care & Maintenance Documents, Warranties and other technical documents or instructions.

### **3.2 EXAMINATION**

- A. General: Follow guidelines laid out in Division 01, Section 01 45 00 – Quality Control.
- B. Verification of Conditions: Inspect all substrates/backgrounds to ensure they are clean, smooth, permanently dry, structurally sound and without voids. Confirm all areas are properly sealed and acclimated per manufacturer's requirements.
- C. Verification of Products: In accordance with manufacturer's installation requirements, visually inspect material for size, style, color or visual defects prior to installing. Any material that is incorrect or visually defective shall not be installed.

### **3.3 SUBSTRATE/BACKGROUND PREPARATION**

- A. All work required ensuring substrate/background meets manufacturers' guidelines are the responsibility of the general contractor.
- B. Preparation: Ensure substrate/background meets the requirements of ASTM F1861 for resilient wall base and/or Flexco Technical Data Sheets and Excelsior Technical Data Sheets.
  1. Substrates/backgrounds must be free of visible water or moisture, dust, sealers, paint, residual adhesives and adhesive removers, solvents, wax, oil, grease, mold, mildew and any other extraneous coating, film, material or foreign matter.
  2. Acclimate all products to be used during the installation and the installation environment prior to installation according to the manufacturers written instructions.

3. Fill cracks, holes, depressions and irregularities in the substrate/background to prevent transferring through to the surface of the resilient wall base.

### **3.4 INSTALLATION**

- A. General: Follow all relevant guidelines detailed in Division 01, as well as wall base and adhesive manufacturer's technical data sheets.
- B. Resilient Vinyl Wall Base: Install material in accordance with manufacturer's recommendations.
  1. Select the appropriate adhesive for the application and job site conditions.
  2. Install material according to roll sequence or with like run numbers.
  3. Ensure material is rolled appropriately into the adhesive using a hand roller.

### **3.5 CLEANING & MAINTENANCE**

- A. General: Clean up installation area and vacuum dust or wipe material to remove any dirt, dust or debris.
- B. Initial Maintenance: Conduct initial maintenance per the manufacturer's recommended procedures stated in the Maintenance Documents. All documentation is available upon request or from the Flexco website: [www.flexcofloors.com](http://www.flexcofloors.com) . Excelsior Cleaning products are the recommended products for use. All can be found linked to the product on the Flexco website or at [www.excelsiorproducts.net](http://www.excelsiorproducts.net).
- C. Regular Maintenance: Conduct maintenance on regular intervals as needed. Insufficient cleaning will reduce the wear life of the wall base and alter the aesthetic properties of the wall base. The amount of maintenance depends directly upon the amount of dirt and particulates the area is subjected to.

### **3.6 CLOSEOUT ACTIVITIES**

- A. General: Follow Section 01 70 00 – Execution & Closeout Requirements for these activities, protecting installed construction.
- B. Protection: Protect newly installed material from damage by other trades. Be sure all construction debris is picked up and vacuumed or removed prior to leaving the area. Limit usage and foot traffic according to the adhesive's requirements. When moving appliances or heavy furniture, protect wall base from scuffing and tearing using temporary floor protection as well.

**END OF SECTION**

## SECTION 09 65 19.23

### VINYL TILE FLOORING

#### PART 1 GENERAL

##### 1.01 SUMMARY

Section Includes: SOLID VINYL FLOOR TILE

##### 1.02 REFERENCED DOCUMENTS

- A. ASTM International
  1. D570, Standard Test Method for Water Absorption of Plastics.
  2. D2047, Standard Test Method for Static Coefficient of Friction as Measured by the James Machine.
  3. D3389, Standard Test Method for Coated Fabrics Abrasion Resistance (Rotary Platform, DoubleHead Abrader).
  4. E595, Standard Test Method for Total Mass Loss and Collected Volatile Condensable Materials from Outgassing in a Vacuum Environment.
  5. E648, Standard Test Method for Critical Radiant Flux of Flooring Systems Using a Radiant Energy Source.
  6. E662, Test Method for Specific Optical Density of Smoke Generated by Solid Materials.
  7. E1428, Standard Test Method for Evaluating the Performance of Antimicrobials in or on Polymeric Solids Against Staining by Streptovorticillium reticulum (A Pink Stain Organism).
  8. F150, Standard Test Method for Electrical Resistance of Conductive and Static Dissipative Resilient Flooring.
  9. F710, Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring.
  10. F925, Standard Test Method for Resistance to Chemicals of Resilient Flooring.
  11. F970, Standard Test Method for Static Load Limit.
  12. F1482, Standard Guide to Wood Underlayment Products Available for Use under Resilient Flooring.
  13. F1515, Standard Test Method for Measuring Light Stability of Resilient Flooring by Color Change.
  14. F1700, Standard Specification for Solid Vinyl Floor Tile.
  15. F2055, Standard Test Method for Size and Squareness of Resilient Floor Tile by Dial Gage Method.
  16. G21, Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi.
- B. Other Referenced Documents
  1. National Fire Protection Association (NFPA) 253, Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Energy Source.
  2. National Fire Protection Association (NFPA) 258, Test Method for Specific Density of Smoke Generated by Solid Materials.
  3. National Fire Protection Association (NFPA) 99, Standard for Health Care Facilities.

##### 1.03 SUBMITTALS

- A. Product Data: Submit product data, including manufacturer's specification summary sheet for specified products.
- B. Shop Drawings: Submit shop drawings showing layout, finish colors, patterns and textures.
- C. Samples: Submit selection and verification samples for finishes, colors, and textures.
- D. Quality Assurance Submittals: Submit the following

1. Test Reports: Certified test reports showing compliance with specified performance characteristics and physical properties.
  2. Manufacturer's Instructions: Manufacturer's installation and maintenance instructions.
- E. Maintenance Information: Maintenance information for installed products in accordance with Division 1 sections.
1. Methods for maintaining installed products.
  2. Precautions against cleaning materials and methods detrimental to finishes and performance.
- F. Warranty: Warranty documents specified herein.
- 1.04 QUALITY ASSURANCE
- A. Installer Qualifications: Installer experienced in performing work of this section who has specialized in installing work similar to that required for this project.
- B. Regulatory Requirements:
1. Fire Performance characteristics: Provide resilient vinyl floor covering with the following Fire performance characteristics as determined by testing products in accordance with ASTM method (and NFPA method) indicated below by a certified testing laboratory or another testing and inspecting agency acceptable to authorities having jurisdiction.
    - a. ASTM E648 (NFPA 253), Critical Radiant Flux of Floor Covering Systems; Class 1, Greater than 0.45 W/cm<sup>2</sup>.
    - b. ASTM E662 (NFPA 258), Specific Optical Density of Smoke Generated by Solid Materials; < 450.
- C. Single-Source Responsibility: Obtain floor tile and manufacturer's recommended adhesive from a single supplier.
- D. Pre-Installation Meetings: Conduct pre-installation meeting to verify project requirements, Manufacturer's conditions, recommended adhesive depending on product, substrate type and type of installation, manufacturer's installation instructions and manufacturer's warranty requirements.  
Comply with requirements in Division 1.
- 1.05 DELIVERY, STORAGE AND HANDLING
- A. General: Comply with requirements in Division 1.
- B. Ordering: Comply with manufacturer's ordering instructions and lead-time requirements to avoid construction delays.
- C. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with Identification labels intact.
- D. Storage and Protection: Store materials protected from exposure to harmful weather conditions and acclimated to site conditions at temperature and humidity conditions recommended by manufacturer.
- 1.06 PROJECT CONDITIONS
- A. Environmental Requirements/Conditions: In accordance with manufacturer's recommendations, areas to receive Conductive/Static Dissipative Flooring shall be clean, fully enclosed, weather tight with the permanent HVAC set at a uniform temperature of 65-85 degrees F for 48 hours prior to, during and thereafter installation of Conductive/Static Dissipative Flooring. Conductive/Static Dissipative Flooring and adhesive shall be conditioned in the same manner. Flooring must be unboxed at least 48 hours prior to installation in the areas in which it will be installed.
- B. Existing Conditions: [Specify existing conditions affecting product use and installation].
- 1.07 SEQUENCING AND SCHEDULING
- A. Finishing Operations: Install Vinyl Floor Tile after finishing operations, including painting and ceiling operations, etc; have been completed.

## 1.08 MAINTENANCE

- A. Extra Materials: Deliver to Owner extra materials from same production run as products installed. Package products with protective covering and identify with descriptive labels. Comply with Division 1 Closeout Submittals (Maintenance Materials) Section.
1. Quantity: Furnish quantity of floor tile equal to 5% of amount to be installed.
  2. Delivery, Storage and Protection: Comply with Owner's requirements for delivery, storage and protection of extra materials.
  3. Maintenance of finished floor covering to be conducted per Manufacturer's Maintenance Guide.

## 1.09 WARRANTY

- A. Manufacturer's Materials Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under Contract Documents.
1. One year limited warranty for manufacturing defects.
  2. Ten year Limited Wear Warranty. Vinyl Tile Flooring will not wear out for a period of ten (10) years, if installed, maintained, and used strictly in accordance with manufacturer's written instructions, and under normal wear and traffic conditions for which it was designed.
  3. Lifetime warranty for Electrical Resistance.
  4. Do not use in, around or near commercial kitchens.

## PART 2 PRODUCTS

### 2.01 SOLID VINYL FLOOR TILE

- A. Manufacturer: Flexco Corporation
1. Contact:  
1401 E. 6th Street  
Tuscumbia, AL 35674  
Phone: 800-633-3151  
Fax: 800-346-9075  
Web: www.flexcofloors.com
- B. Test results
1. ASTM D570, Water Absorption of Plastics; < 0.15%.
  2. ASTM D2047, Slip Resistance; > 0.60.
  3. ASTM D3389, Abrasion Resistance; Less than 1 gram loss.
  4. ASTM E595, Outgassing; Excellent.
  5. ASTM E648 (NFPA 253), Critical Radiant Flux; Class 1, > 1.08 W/cm<sup>2</sup>
  6. ASTM E662 (NFPA 258), Specific Optical Density of Smoke Generated by Solid Materials; Passes, < 450
  7. ASTM E1428, Staining by Streptovorticillium Reticulum (A Pink Stain Organism); 0, No stain.
  8. ASTM F925, Resistance to Chemicals; Passes, List of chemicals available.
  9. ASTM F1515, Light Stability; Passes.
  10. ASTM G21, Resistance of Synthetic Polymeric Materials to Fungi; Excellent resistance.
  11. FED-STD-209E, Airborne Particulate Cleanliness; Excellent (Test results available).
  12. EN425, Castor Chair Test; Passes (Test results available).
- C. Product Warranty
1. Manufacturer's one year limited warranty for manufacturing defects.
  2. Manufacturer's ten year limited wear warranty.
- D. Product:
1. Flexco® Natural Elements Premium LVT Wood Plank.
    - a. Color (to be selected by Architect):
    - b. Nominal Size: 6" (152.4 mm) x 48" (1219.2 mm).

- c. Finish: Embossed.
- d. Edge Finish: Beveled.

## 2.02 PRODUCT SUBSTITUTIONS

- A. Substitutions: As described in Section 01 60 00.

## PART 3 EXECUTION

### 3.01 MANUFACTURER'S INSTRUCTIONS

- A. Compliance: Comply with manufacturer's requirements as published in manufacturer's installation instructions.
- B. Adhesive: Solvent Free ESD Epoxy adhesive for all installations.

### 3.02 EXAMINATION

- A. Site Verification of Conditions: Confirm substrate conditions (which have been previously addressed under other sections) are acceptable for product installing in accordance with manufacturer's instructions.
- B. Material Inspection: In accordance with manufacturer's installing requirements, visually inspect materials prior to installing. Material with visual defects shall not be installed.

### 3.03 PREPARATION

- A. Adjacent Surfaces Protection: Protect adjacent work areas and finish surfaces from damage while installing.
- B. Substrate Preparation: Prepare substrate to be free of paint, old adhesive, sealers, coatings, finishes, dirt, film-forming curing compounds, or other substances which may affect the adhesion of floor covering to the substrate.
  - 1. Concrete Substrate: Reference Standard ASTM F710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring. If the following test results exceed the floor covering manufacturer's limits, installing shall not commence until results conform to limits.
    - a. Concrete Moisture Test: Per ASTM F1869 Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride. 5 Lbs or less.
    - b. Concrete Moisture Test: Per ASTM F2170 Determining Relative Humidity in Concrete Floor Slabs using in situ Probes. 75% RH or less.
    - c. Concrete pH Test: Perform pH tests on concrete regardless of its age or grade level or history of use. Readings below 7.0 and above 10.0 can adversely affect resilient flooring or adhesives, or both.
  - 2. Wood Substrate: Per ASTM F1482, Wood subfloor/underlayment assemblies shall be double layer construction, with a total thickness of not less than 1".
    - a. There shall be minimum 18 inches of well-ventilated air space beneath all wood subfloors.
    - b. Crawl spaces shall be insulated and protected by a moisture vapor barrier.
    - c. Do not install over "sleeper" underlayment systems or wood underlayment installed over concrete.
    - d. Do not install over Lauan panels, CCA Plywood, Fire rated plywood, plywood with knots, underlayment made of pine or other soft woods, particle board, Oriented Strand Board (OSB) Masonite™ or other hardboard underlayment, hardwood flooring, textured or cushioned flooring, treated or otherwise coated wood material or other uneven or unstable substrates.
    - e. Unacceptable surfaces shall be covered using a 1/4-inch or thicker panel underlayment per section d.
    - f. Wood Underlayments: Use only plywood underlayment that is warranted by the underlayment manufacturer for use as an underlayment for sheet

vinyl floor covering in commercial applications.

- g. Refer to Division 6 Carpentry sections for wood subfloor construction.
3. Ceramic Tile, Cementitious Terrazzo and Metal: Refer to Conductive/Static Dissipative Product Data Sheet for installation over these substrates.
4. Do not install over existing floor covering or over substrates not approved by manufacturer.

### 3.04 INSTALLING

- A. Refer to manufacturer's installation instructions for ESD Solid Vinyl tile for detailed specifications on installing.
  1. Conductive Tile grounded installation: To ground the conductive flooring to a known ground, use the 1" wide x 0.004" thick x 18" long copper foil strips, supplied by manufacturer. Place approximately 9" of the strip into the adhesive while it is wet in order to achieve a 100% transfer to the copper foil backing, under the tile nearest the ground point. Recommended adhesive is also to be applied to the front/face of the copper foil strip in order to achieve a 100% transfer from the front/face of the copper strip to the tile's backing. Refer to manufacturer's instructions for details regarding grounded installations.
  2. Heat welded seams [insert this section if required] (select one)
    - a. The tile shall be pre-grooved for manufacturer's unitized Installation. Vinyl welding beads, 0.160" in diameter, shall be installed according to manufacturer's instructions.
    - b. Seams shall be grooved to accept vinyl welding beads, 0.160" in diameter, which shall be installed according to manufacturer's instructions.
    - c. Do not heat-weld for first 48 hours.
  3. Flash Cove Procedure
    - a. Follow manufacturer's recommended procedures for flash cove installation.
    - b. Install Cove Stick Filler at the wall and floor junction.
    - c. Install Resilient Cove Cap on the wall at (insert desired height).
    - d. Install metal inside and outside corners, to same height as cove cap.
    - e. Butterfly corners can also be installed based on installer expertise.
  4. Finish Floor Covering Designs: As selected by Architect.
  5. Accessories: Architect shall specify manufacturers' color coordinated accessories as required, including (but not limited to) resilient wall base, stair nosing, reducers or other edgings, welding rods for heat welded seams.

### 3.05 FIELD QUALITY REQUIREMENTS

- A. Manufacturer's Field Services: Upon Owner's request and with minimum 72 hours' notice, provide manufacturer's field service consisting of product use recommendations and periodic site visits to confirm installing of product is in accordance with manufacturer's instructions.
- B. Site Visits: (Specify number and duration of periodic site visits).

### 3.06 PROTECTION

- A. Protection: Protect installed product and finish surfaces from damage during construction. Remove and legally dispose of protective covering at time of substantial completion.
- B. No heat welding for first 48 hours.
- C. Restrict foot traffic from new floor covering for first 48 hours.
- D. Restrict furniture, fixtures and rolling traffic for first 72 hours.
- E. Restrict cleaning/buffing for first 72 hours.

### 3.07 INITIAL MAINTENANCE PROCEDURES

- A. General: Include in contract sum cost for initial maintenance procedures and execution

by professional maintenance personnel after floor covering has been installed for 72 hours as specified in the manufacturer's maintenance instructions.

3.08 CLEANING

- A. Cleaning: See manufacturer's maintenance instructions. Remove temporary coverings and protection of adjacent work areas. Repair or replace damaged installed products. Clean installed products in accordance with manufacturer's instructions prior to owner's acceptance. Remove construction debris from project site and legally dispose of.
- B. Floor finishes: Do not use floor finishes, sealers or waxes of any kind, as they may form an insulating layer on the tile surface and adversely affect the performance of the product.

3.09 TESTING FOR ELECTRICAL RESISTANCE

- A. Manufacturer will test Conductive/Static Dissipative Solid Vinyl Floor Tile installations upon request for electrical resistance approximately 7 days after the installation. The adhesive must be allowed to properly cure and the flooring system to stabilize to the ambient conditions. The electrical resistance will be tested according to ASTM F150, EOS/ESD S7.1, NFPA 99, and UL 779.
  - 1. Test will be conducted at 10 volts for Conductive, point to point and point to ground. Testing will also be conducted according to any special test method or procedure as specified herein.
  - 2. Test will be conducted at 100 volts for Static Dissipative, point to point and point to ground. Testing will also be conducted according to any special test method or procedure as specified herein.

END OF SECTION

## SECTION 09 91 00

### PAINTING

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Surface preparation and field application of paints and coatings.

##### 1.2 REFERENCES

- A. ASTM D16 - Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products.
- B. ASTM D2016 - Test Method for Moisture Content of Wood.
- C. AWWA (American Water Works Association) - C204 -Chlorinated Rubber-Alkyd Paint Systems for the Exterior of Above Ground Steel Water Piping.
- D. NACE (National Association of Corrosion Engineers) -Industrial Maintenance Painting.
- E. NPCA (National Paint and Coatings Association) - Guide to U.S. Government Paint Specifications.
- F. PDCA (Painting and Decorating Contractors of America) -Painting - Architectural Specifications Manual.
- G. SSPC (Steel Structures Painting Council) – Steel Structures Painting Manual.

##### 1.3 SYSTEM DESCRIPTION

- A. Provide all labor, material and equipment for priming, painting, coating or staining the following:
  - 1. Exterior and (exposed to view) interior primed or unprimed ferrous metal.
  - 2. Exterior and (exposed to view) interior galvanized surfaces and sheet metal.
  - 3. Interior roof structure & metal deck. (Black color)
  - 4. Exterior and (exposed to view) interior wood.
  - 5. Exterior Cement Siding & Soffits.
  - 6. Interior Gypsum Board walls & ceilings.
  - 7. Aluminum roof vents, fans, hoods etc. at Metal Roof (match metal roof color).
  - 8. Exposed ductwork.
- B. Following items are not to be painted:
  - 1. Pre-finished metal flashing/trim/siding & roofing.
  - 2. Stainless steel or aluminum items (including door frames).
  - 3. Copper (piping and flashing).
  - 4. Prefinished equipment that is factory primed and painted to suitable finish, unless specifically shown to be job painted for color coordination purposes.
  - 5. Grab bars/Plastic laminate covered doors & cabinetwork.
  - 6. Plumbing fixtures or toilet accessories.
  - 7. Exterior masonry surfaces.
  - 8. Finish flooring or Suspended Lay-in ceilings.
- C. It is intended that all interior and exterior exposed surfaces be finished; either factory prefinished or coated/painted on the job except unfinished items listed above as not to be painted. This includes wall/ceiling surfaces, etc., in ancillary spaces such as mechanical spaces.
- D. Taping, floating, and texturing of drywall is covered under Section 09 29 00.

##### 1.4 SUBMITTALS

- A. Submit under provisions of Section 01 33 00, Submittal Procedures.
- B. Product Data: Manufacturer's data sheets on each paint and coating product should include:

1. Product characteristics.
  2. Surface preparation instructions and recommendations.
  3. Primer requirements and finish specification.
  4. Storage and handling requirements and recommendations.
  5. Application methods.
  6. Clean-up Information.
- C. Selection Samples: Submit a complete set of color chips that represent the full range of manufacturer's color samples available.
- D. Coating Maintenance Manual: upon conclusion of the project, the Contractor or paint manufacturer/supplier shall furnish a coating maintenance manual, such as Sherwin-Williams "Custodian Paint Maintenance Manual" report or equal. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product/color/finish was used, product data pages, Safety Data Sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.
- 1.5 DEFINITIONS
- A. Conform to ASTM D16 for interpretation of terms used in this Section.
- 1.6 QUALIFICATIONS
- A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum ten years documented experience.
- B. Applicator: Company specializing in performing the work of this section with minimum 5 years documented experience approved by manufacturer.
- 1.7 REGULATORY REQUIREMENTS
- A. Conform to applicable code for flame and smoke rating requirements for finishes.
- B. Materials used on this project shall contain no lead.
- 1.8 FIELD SAMPLES
- A. Provide field sample of paint under provisions of Section 01 45 00.
- B. Locate where directed.
- C. Accepted sample may remain as part of the Work.
- 1.9 DELIVERY, STORAGE, AND HANDLING
- A. Deliver, store, protect and handle products to site under provisions of Section 01 60 00.
- B. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- C. Container label to include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- D. Store paint materials at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.
- 1.10 ENVIRONMENTAL REQUIREMENTS
- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- C. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- D. Minimum Application Temperature for Varnish Finishes: 65 degrees F for interior or exterior, unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 60 ft candles measured mid-height at substrate surface.

### 1.11 EXTRA MATERIALS

- A. Furnish under provisions of Section 01 70 00.
- B. Provide 1 gallon of each color, type, and surface texture to Owner.
- C. Label each container with color, type, texture, room locations, and in addition to the manufacturer's label.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers - Paint
  - 1. PPG.
  - 2. Benjamin Moore.
  - 3. Sherwin-Williams.
- B. Manufacturers - Primer Sealers
  - 1. PPG
  - 2. Benjamin Moore.
  - 3. Sherwin-Williams.
- C. Manufacturers - Field Catalyzed Coatings
  - 1. PPG
  - 2. Benjamin Moore.
  - 3. Sherwin-Williams.
- D. Substitutions: Under provisions of Section 01 60 00.

### 2.2 MATERIALS

- A. Coatings: Ready mixed, except field catalyzed coatings. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating; good flow and brushing properties; capable of drying or curing free of streaks or sags.
- B. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified, of commercial quality.
- C. Patching Materials: Latex filler.
- D. Fastener Head Cover Materials: Latex filler.

### 2.3 FINISHES

- A. Refer to schedule at end of section for surface finish schedule.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify site conditions.
- B. Verify that substrate conditions are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. Test shop applied primer for compatibility with subsequent cover materials.
- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
  - 1. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.
  - 2. Interior Wood: 15 percent, measured in accordance with ASTM D2016.
  - 3. Exterior Wood: 15 percent, measured in accordance with ASTM D2016.
  - 4. Concrete Floors: 8 percent.
  - 5. Plaster and Gypsum Wallboard: 12 percent.

### 3.2 PREPARATION

- A. Remove or mask electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.
- B. Correct defects and clean surfaces which affect work of this section.
- C. Seal with shellac and seal marks which may bleed through surface finishes.
- D. Impervious Surfaces: Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- E. Aluminum Surfaces Scheduled for Paint Finish: Remove surface contamination by steam or high pressure water. Remove oxidation with acid etch and solvent washing. Apply etching primer immediately following cleaning.
- F. Concrete Floors (if being painted): Remove contamination, acid etch, and rinse floors with clear water. Verify required acid-alkali balance is achieved. Allow to dry.
- G. Gypsum Board Surfaces: Fill minor defects with filler compound. Spot prime defects after repair.
- H. Galvanized Surfaces: Remove surface contamination and oils and wash with SSPC lacquer thinner or solvent wipe. Apply coat of etching primer.
- I. Concrete and Surfaces Scheduled to Receive Paint Finish: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
- J. Uncoated Steel and Iron Surfaces: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by power tool wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Spot prime paint after repairs.
- K. Shop Primed Steel Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Prime metal items including shop primed items.
- L. Interior and Exterior Wood Items Scheduled to Receive Paint Finish: Wipe off dust, grit, and foreign matter prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats.
- M. Fiber Cement Board (Primed): Wipe off dust, grit, and foreign matter prior to painting.

### 3.3 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry.
- C. Apply each coat to uniform finish.
- D. Apply each coat of paint slightly darker than preceding coat unless otherwise approved.
- E. Sand wood and metal lightly between coats to achieve required finish.
- F. Vacuum clean surfaces free of loose particles. Use tack cloth just prior to applying next coat.
- G. Allow applied coat to dry before next coat is applied.
- H. Where clear finishes are required, tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.
- I. Prime concealed surfaces of interior and exterior woodwork with primer paint.

### 3.4 FINISHING MECHANICAL AND ELECTRICAL EQUIPMENT

- A. Paint shop primed equipment.
- B. Paint exposed conduit and electrical equipment occurring in finished areas.
- C. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.
- D. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.

- E. Paint interior surfaces of air ducts that are visible through grilles and louvers with one coat of flat black paint, to visible surfaces. Paint dampers exposed behind louvers, grilles, to match face panels.
- F. Paint both sides and edges of plywood backboards for electrical and telephone equipment before installing equipment.
- G. Prime and paint insulated and exposed pipes, conduit boxes, insulated and exposed ducts, hangers, brackets, collars and supports except where items are prefinished.

3.5 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01 45 00.

3.6 CLEANING

- A. Clean work under provisions of 01 70 00.
- B. Collect waste material which may constitute a fire hazard, place in closed metal containers and remove daily from site.

3.7 SCHEDULE - SHOP PRIMED ITEMS FOR SITE FINISHING

- A. Metal Fabrications (Section 05 50 00): Exposed surfaces of lintels, and other miscellaneous items.

3.8 SCHEDULE - EXTERIOR SURFACES (based on Sherwin-Williams)

- A. Concrete/Masonry/Plaster/Stucco/EIFS/Cementitious Siding
  - Primer: Loxon® Concrete & Masonry Primer Sealer, A24W8300
  - Two coats: A-100 Exterior Latex
- B. Ferrous & Non-Ferrous Metals
  - Primer: Pro Industrial™ Pro-Cryl® Universal Primer, B66-310 Series
  - Two coats: Pro Industrial Acrylic

3.9 SCHEDULE - INTERIOR SURFACES (based on Sherwin-Williams)

- A. Ballroom
  - 1. CMU-Concrete Masonry Units
    - Primer: PrepRite® Block Filler, B25W25
    - Two coats: ProMar 200 Zero VOC Interior Latex
  - 2. Stucco/Plaster
    - Primer: Loxon® Concrete & Masonry Primer Sealer, A24W8300
    - Two coats: ProMar 200 Zero VOC Interior Latex
  - 3. Gypsum Board
    - Textures: Walls (medium orange peel). Ceilings (smooth)
    - Primer: ProMar 200 Zero VOC Latex Primer, B28W2600
    - Two coats: ProMar 200 Zero VOC Interior Latex
  - 4. Wood – Paint
    - Primer: PrepRite ProBlock® Latex Primer/Sealer B51 Series
    - Two coats: Pro Industrial Acrylic
  - 5. Ferrous & Non-Ferrous Metals
    - Primer: Pro Industrial™ Pro-Cryl® Universal Primer, B66-310 Series
    - Two coats: Pro Industrial Acrylic
- B. Restrooms/Hall/Kitchen/Foyer
  - 1. CMU-Concrete Masonry Units
    - Filler: Loxon Block Surfacer, A24W200
    - Two coats: Pro Industrial Pre-Catalyzed Waterbased Epoxy
  - 2. Stucco/Plaster
    - Primer: Loxon Concrete & Masonry Primer Sealer, A24W8300

- 3. Two coats: ProMar 200 Zero VOC Interior Latex  
Gypsum Board - Walls  
Texture: Medium Orange Peel  
Primer: ProMar 200 Zero VOC Latex Primer, B28W2600
- 4. Two coats: Pro Industrial Pre-Catalyzed Waterbased Epoxy  
Gypsum Board – Ceilings and Soffits  
Texture: Smooth  
Primer: ProMar 200 Zero VOC Latex Primer, B28W2600
- 5. Two coats: ProMar 200 Zero VOC Interior Latex  
Ferrous & Non-Ferrous Metals  
Primer: Pro Industrial Pro-Cryl Universal Primer, B66-310 Series  
Two coats: Pro Industrial Acrylic

3.10 SCHEDULE - COLORS

- A. Colors to be selected by Architect and approved by Owner.

END OF SECTION

## SECTION 10 21 13

### TOILET COMPARTMENTS

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Solid plastic toilet compartments.
- B. Related Sections:
  - 1. Division 01: Administrative, procedural, and temporary work requirements.
  - 2. Section 10 28 13 - Toilet Accessories.

##### 1.2 REFERENCES

- A. ASTM International (ASTM):
  - 1. A167 - Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
  - 2. B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
  - 3. E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- B. National Fire Protection Association (NFPA) 286 - Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth.

##### 1.3 SYSTEM DESCRIPTION

- A. Compartment Configurations:
  - 1. Toilet partitions: Floor mounted, overhead braced.

##### 1.4 SUBMITTALS

- A. Submittals for Review:
  - 1. Shop Drawings: Include dimensioned layout, elevations, trim, closures, and accessories.
  - 2. Product Data: Manufacturer's descriptive data for panels, hardware, and accessories.
  - 3. Samples: Showing available colors.

##### 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Minimum 5 years' experience in manufacture of solid plastic toilet compartments with products in satisfactory use under similar service conditions.
- B. Installer Qualifications: Minimum 5 years' experience in work of this Section.

##### 1.6 WARRANTIES

- A. Provide manufacturer's 25 year warranty against breakage, corrosion, and delamination under normal conditions.

#### PART 2 PRODUCTS

##### 2.1 MANUFACTURERS

- A. Contract Documents are based on Hiny Hiders by Scranton Products. ([www.scrantonproducts.com](http://www.scrantonproducts.com))

- B. Substitutions: Requests for substitutions will be considered in accordance with provisions of Section 01 60 00.

## 2.2 MATERIALS

- A. Doors, Panels and Pilasters:
  - 1. High density polyethylene (HDPE), fabricated from polymer resins compounded under high pressure, forming single thickness panel.
  - 2. Waterproof and nonabsorbent, with self-lubricating surface, resistant to marks by pens, pencils, markers, and other writing instruments.
  - 3. 1 inch thick with edges rounded to 1/4 inch radius.
  - 4. Fire hazard classification: Not required.
  - 5. Color & Texture: To be selected from manufacturer's full color & texture range.
- B. Aluminum Extrusions: ASTM B221, 6463-T5 alloy and temper.
- C. Stainless Steel: ASTM A167, Type 304.

## 2.3 HARDWARE

- A. Hinges: Regal hinge fabricated from heavy-duty cast aluminum, wrap around flanges, adjustable on 30-degree increments, through bolted to doors and pilasters.
- B. Door Strike and Keeper:
  - 1. 6 inches long, fabricate from heavy-duty extruded aluminum with bright dip anodized finish, with wrap-around flanges secured to pilasters with stainless steel tamper resistant Torx head sex bolts.
  - 2. Bumper: Extruded black vinyl.
- C. Latch and Housing:
  - 1. Heavy-duty extruded aluminum.
  - 2. Latch housing: Bright dip anodized finish.
  - 3. Slide latch and paddle.
- D. Coat Hook/Bumper:
  - 1. Combination type, chrome plated Zamak.
  - 2. Equip outswing handicapped doors with second door pull and door stop.
- E. Door Pulls: Chrome plated Zamak.

## 2.4 COMPONENTS

- A. Doors and Dividing Panels: 55 inches high, mounted 14 inches above finished floor.
- B. Pilasters: 82 inches high, fastened to pilaster sleeves with stainless steel tamper resistant Torx head sex bolt.
- C. Pilaster Sleeves: 3 inches high, 20 gage stainless steel, secured to pilaster with stainless steel tamper resistant Torx head sex bolt.
- D. Wall Brackets: 1-1/2" long Aluminum Stirrup. Stirrup brackets are mounted to pilaster with stainless steel, tamper resistant sex bolts. Panels are through-bolted into brackets with stainless steel, tamper resistant sex bolts. The attachment of brackets to the adjacent wall construction is accomplished with #14 x 1-1/2" stainless steel phillips-head screws and plastic anchors.

- E. Headrail: Heavy-duty extruded aluminum, anti-grip design, clear anodized finish, fastened to headrail bracket with stainless steel tamper resistant Torx head sex bolt and at top of pilaster with stainless steel tamper resistant Torx head screws.
- F. Headrail Brackets: 20 gage stainless steel, satin finish, secured to wall with stainless steel tamper resistant Torx head screws.

### **PART 3 EXECUTION**

#### **3.1 EXAMINATION**

- A. Verify site conditions under provisions of Section 01 40 00.
- B. Verify correct spacing of and between plumbing fixtures.
- C. Verify correct location of built in framing, anchorage, and bracing.

#### **3.2 INSTALLATION**

- A. Install compartments in accordance with manufacturer's instructions and approved Shop Drawings.
- B. Install rigid, straight, plumb, and level.
- C. Locate bottom edge of doors and panels 14 inches above finished floor.
- D. Provide uniform, maximum 3/8 inch vertical clearance at doors.
- E. Not Acceptable: Evidence of cutting, drilling, or patching.

#### **3.3 ERECTION TOLERANCES**

- A. Maximum Variation from True Position: 1/4 inch.
- B. Maximum Variation from Plumb: 1/8 inch.

#### **3.4 ADJUSTING**

- A. Adjust work under provisions of Section 01 70 00.
- B. Adjust and align hardware to uniform clearance at vertical edge of doors, not exceeding 3/16 inch.
- C. Adjust hinges to position doors in partial opening position when unlatched. Return out swinging doors to closed position.
- D. Adjust adjacent components for consistency of line or plane.

END OF SECTION

## SECTION 10 28 13

### TOILET ACCESSORIES

#### PART 1 GENERAL

- 1.1 SECTION INCLUDES
  - A. Toilet accessories.
  - B. Grab bars.
  - C. Attachment hardware.
  
- 1.2 REFERENCES
  - A. ANSI A117.1 - Safety Standards for the Handicapped.
  - B. ASTM A123 - Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
  - C. ASTM B456 - Electrodeposited Coatings of Copper Plus Nickel Plus Chromium and Nickel Plus Chromium.
  
- 1.3 SUBMITTALS
  - A. Submit under provisions of Section 01 33 00.
  - B. Product Data: Provide data on accessories describing size, finish, details of function, attachment methods.
  - C. Warranty: Sample of special warranty.
  - D. Maintenance Data: For toilet and bath accessories to include in maintenance manuals.
  
- 1.4 REGULATORY REQUIREMENTS
  - A. Conform to Architectural Barriers Texas Accessibility Standards (TAS) for access for the handicapped.
  
- 1.5 COORDINATION
  - A. Coordinate accessory locations with other work to prevent interference with clearances required for access by people with disabilities, and for proper installation, adjustment, operation, cleaning, and servicing of accessories.
  - B. Deliver inserts and anchoring devices set into concrete or masonry as required to prevent delaying the Work.
  - C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

#### PART 2 PRODUCTS

- 2.1 MATERIALS
  - A. Stainless Steel: ASTM A666, Type 304, 0.031-inch minimum nominal thickness unless otherwise indicated.
  - B. Brass: ASTM B19, flat products; ASTM B16/B16M, rods, shapes, forgings, and flat products with finished edges; or ASTM B 30, castings.
  - C. Steel Sheet: ASTM A1008/A1008M, Designation CS (cold rolled, commercial steel), 0.036-inch minimum nominal thickness.
  - D. Galvanized-Steel Sheet: ASTM A653/A653M, with G60 hot-dip zinc coating.
  - E. Galvanized-Steel Mounting Devices: ASTM A153/A153M, hot-dip galvanized after fabrication.

- F. Fasteners: Screws, bolts, and other devices of same material as accessory unit and tamper and-theft resistant where exposed, and of galvanized steel where concealed.
- G. Chrome Plating: ASTM B456, Service Condition Number SC 2 (moderate service).
- H. Mirrors: ASTM C1503, Mirror Glazing Quality, clear-glass mirrors, nominal 6.0 mm thick.
- I. ABS Plastic: Acrylonitrile-butadiene-styrene resin formulation.

## 2.2 MANUFACTURERS

- A. Basis-of-Design Product Manufacturers:
  - 1. ASI – American Specialties, Inc.
  - 2. Bobrick Washroom Equipment, Inc.
  - 3. Bradley Corporation
  - 4. Koala Kare Products
- B. Substitutions: Under provisions of Section 01 60 00.

## 2.3 SCHEDULE

- A. Grab Bars (2 Required)
  - 1. ASI – 3700 Series – Type 57
  - 3. Locate as shown on drawings. Center of bars to be within 33” to 36” above floor.
- B. Combination Paper Towel Dispenser & Waste Receptacle (2 required)
  - 1. ASI – Model 0469-9
  - 2. Locate as shown on drawings. Dispenser height to be 48” maximum above floor.
- C. Toilet Tissue Dispenser (8 required)
  - 1. ASI – Model 0039
  - 2. Wall or partition mounted where shown on drawings.
- E. Mirror (6 required)
  - 1. ASI – 0600 Series – Model 2436
  - 2. Wall mounted centered above Lavatory. Bottom edge of reflecting surface to be 40” maximum above floor.
- F. Soap Dispenser (4 required)
  - 1. ASI – Model 0347
  - 2. Mounted per manufacturer’s instructions and where shown on drawings. Dispenser height to be 44” maximum above floor.

## 2.4 FABRICATION

- A. General: Fabricate units with tight seams and joints, and exposed edges rolled. Hang doors and access panels with full-length, continuous hinges. Equip units for concealed anchorage and with corrosion-resistant backing plates.
- B. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. The total number of keys for each accessory shall be determined by LAWA.

## 2.5 FINISHES

- A. As defined by each individual product.
- B. Back paint components where contact is made with building finishes to prevent electrolysis.

## PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that site conditions are ready to receive work and dimensions are as indicated on shop drawings instructed by the manufacturer.
- B. Verify exact location of accessories for installation.

3.2 PREPARATION

- A. Deliver inserts and rough-in frames to site for timely installation.
- B. Provide templates and rough-in measurements as required.
- C. Coordinate with framing & gypsum board sections of work and responsible individuals to insure installation at blocking as required for certain of the various items herein specified.

3.3 INSTALLATION

- A. Install accessories according to manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.
- B. Grab Bars: Install to withstand a downward load of at least 250 lbf, when tested according to ASTM F446.

3.4 ADJUSTING AND CLEANING

- A. Adjust accessories for unencumbered, smooth operation. Replace damaged or defective items.
- B. Remove temporary labels and protective coatings.
- C. Clean and polish exposed surfaces according to manufacturer's written recommendations.

END OF SECTION

**SECTION 11 52 13**  
**PROJECTION SCREENS**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Electrically operated, ceiling recessed, front projection screens.
- B. Front projection screen controls.

**1.2 RELATED SECTIONS**

- A. Division 16 for electrical wiring, connections, and installation of remote control switches for electrically operated projection screens.

**1.3 REFERENCES**

- A. NFPA 70 - National Electrical Code.
- B. NFPA 701-99 - Fire Tests for Flame-Resistant Textiles and Films.
- C. GREENGUARD Gold®.

**1.4 SUBMITTALS**

- A. Submit under provisions of Section 01 33 00.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.
- C. Wiring diagram for electrically operated units.
- D. Shop Drawings: Shop drawings showing layout and types of projection screens. Show the following:
  - 1. Location of screen centerline.
  - 2. Location of wiring connections.
  - 3. Seams in viewing surfaces.
  - 4. Detailed drawings for concealed mounting.
  - 5. Connections to suspension systems.
  - 6. Anchorage details.
  - 7. Accessories.

- E. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.
- F. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.

## 1.5 QUALITY ASSURANCE

- A. Single Source Responsibility: Obtain each type of projection screen required from a single manufacturer as a complete unit, including necessary mounting hardware and accessories.
- B. Coordination of Work: Coordinate layout and installation of projection screens with other construction supported by, or penetrating through, ceilings, including light fixtures, HVAC equipment, fire-suppression system, and partitions.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver projection screens until building is enclosed and other construction where screens will be installed is substantially complete.
- B. Store products in manufacturer's unopened packaging until ready for installation.
- C. Protect screens from damage during delivery, handling, storage, and installation.

## 1.7 COORDINATION

- A. Coordinate work with installation of ceilings, walls, electric service power characteristics, and location.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Draper®, Inc., which is located at: 411 S. Pearl P. O. Box 425; Spiceland, IN 47385-0425. ASD. Toll Free Tel: 800-238-7999; Tel: 765-987-7999; Fax: 866-637-5611; Web: [www.draperinc.com](http://www.draperinc.com).
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00.

### 2.2 MOTORIZED, CEILING RECESSED, FRONT PROJECTION SCREENS

- A. Ultimate Access V: Electric motor operated, metal case, independently motorized closure, tab tensioned. Ceiling-recessed, metal headbox, 9-7/8 inches high x 8 inches deep (251 mm high x 204 mm deep) including trim flanges. UL approved "Suitable for use in environmental air space." Case finished white. Bottom of case

consists of an independently motorized trap door that opens up inside the screen case. Trap door and access door both hinge downward to allow access to inside of screen case. Doors remain attached to screen case via a concealed full-length hinge. Releasing one latch at each end of screen case allows doors to hinge downward and a prop arm at each end may be pivoted to engage with endcaps, keeping door assembly in its fully open position. Symmetrical case allows for viewing surface to unroll from the back or front of the roller. Screen is attached to roller with roller brackets. Ultimate Access case may be ordered in advance and the screen installed later to eliminate field damage. Metal roller mounted on rubber isolation mounts.

1. Motor mounted inside screen roller on rubber isolation insulators. Motor UL certified, rated 110-120V AC, 60 Hz, five wire, instantly reversible, lifetime lubricated with pre-set accessible limit switches. Motor with overload protection and electric brake. Motor shall be left mounted.
2. Projection Viewing Surface:
  - a. Matt White XT1000V - On Axis gain of 1.0. 180 degree viewing cone. GREENGUARD Gold certified. Available with or without black backing. 4K ready.
3. Tab-Tensioning System:
  - a. Viewing surface with integrated tabs and cable on each side of fabric to provide tension and ensure flat viewing surface. Viewing surface and tabs CNC cut as a single piece. Tabs RF welded to the back of viewing surface to prevent tab separation. Tab adhesives are not acceptable. Viewing surface inserted into aluminum bottom dowel. Warranted for 5 years against tab separation.
4. Viewing Area H x W.
  - a. HDTV Format (16:9). Black masking borders and 12 inches (305 mm) extra black drop are standard.
    - 1) 161 inch (4089 mm) diagonal, 79 inches x 140 inches (2007 mm x 3556 mm).

## 2.3 FRONT PROJECTION SCREEN CONTROLS

- A. General: All controls are UL Certified.
  1. Key operated 3-position control switch rated 115V AC, 60 Hz to stop or reverse screen at any point.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Verify rough-in openings are properly prepared.
- C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

### 3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

### 3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install front projection screens with screen cases in position and relationship to adjoining construction as indicated, securely anchored to supporting substrate, and in manner that produces a smoothly operating screen with plumb and straight vertical edges and plumb and flat viewing surfaces when screen is lowered.
- C. Test electrically operated units to verify that screen, controls, limit switches, closure and other operating components are in optimum functioning condition.

### 3.4 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION