CONTRACT
SPECIFICATIONS

For The Construction Of:

Yakima County Corrections Center
Showers Repair

Project No PW10-019

Yakima County Facilities Services Project
YAKIMA COUNTY CORRECTIONS CENTER
SHOWERS REPAIR PROJECT
Project No. 10-019

PROJECT TEAM

YAKIMA COUNTY

Board of County Commissioners
  Michael D. Leita, Chairman
  Kevin J. Bouchey
  J. Rand Elliott

Public Services Director
  Vern Redifer, P.E.
  (509) 574-2306

Facilities Services Project Manager
  Ron Rieker
  (509) 574-2402

ARCHITECT

Architects Rasmussen Triebelhorn, AIA/ps
  Kenn D. Triebelhorn, AIA, Project Principal/Project Manager
  Chris Ackerman, Associate AIA, Job Captain
  (253) 572-5511
## YAKIMA COUNTY CORRECTIONS CENTER
### SHOWERS REPAIR
#### Project No. 10 - 019

## PROJECT MANUAL INDEX

I. CONTRACT DOCUMENTS – SPECIFICATIONS

<table>
<thead>
<tr>
<th>Specification</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACTUAL SPECIFICATIONS</td>
<td></td>
</tr>
<tr>
<td>00010 – Invitation to Bid</td>
<td>2</td>
</tr>
<tr>
<td>00100 – Instructions to Bidders</td>
<td>6</td>
</tr>
<tr>
<td>00200 – Bid Form</td>
<td>5</td>
</tr>
<tr>
<td>00300 – MWBE Participation</td>
<td>1</td>
</tr>
<tr>
<td>00500 – Agreement Form AIA A107, 2007 – Working Draft</td>
<td>21</td>
</tr>
<tr>
<td>00900 – Special Conditions</td>
<td>3</td>
</tr>
<tr>
<td>003000B – Tool Control</td>
<td>1</td>
</tr>
<tr>
<td>GENERAL SPECIFICATIONS</td>
<td></td>
</tr>
<tr>
<td>01100 – Summary</td>
<td>9</td>
</tr>
<tr>
<td>01250 – Substitution Procedures</td>
<td>4</td>
</tr>
<tr>
<td>01250a – Substitution Request Form</td>
<td>2</td>
</tr>
<tr>
<td>01260 – Contract Modification Procedures</td>
<td>2</td>
</tr>
<tr>
<td>01270 – Unit Prices</td>
<td>2</td>
</tr>
<tr>
<td>01290 – Payment Procedures</td>
<td>4</td>
</tr>
<tr>
<td>01310 – Project Management &amp; Coordination</td>
<td>7</td>
</tr>
<tr>
<td>01320 – Construction Progress Documentation</td>
<td>5</td>
</tr>
<tr>
<td>01330 – Submittal Procedures</td>
<td>9</td>
</tr>
<tr>
<td>01400 – Quality Requirements</td>
<td>8</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Specification</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>01420 – References</td>
<td>8</td>
</tr>
<tr>
<td>01500 – Temporary Facilities</td>
<td>4</td>
</tr>
<tr>
<td>01600 – Product Requirements</td>
<td>4</td>
</tr>
<tr>
<td>01730 – Execution</td>
<td>6</td>
</tr>
<tr>
<td>01741 – Construction Waste Management and Disposal</td>
<td>3</td>
</tr>
<tr>
<td>01770 – Closeout Procedures</td>
<td>4</td>
</tr>
<tr>
<td>01783 – Project Record Documents</td>
<td>3</td>
</tr>
</tbody>
</table>

TECHNICAL SPECIFICATIONS

<table>
<thead>
<tr>
<th>Specification</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>02070 – Selective Demolition</td>
<td>5</td>
</tr>
<tr>
<td>05500 – Metal Fabrications</td>
<td>5</td>
</tr>
<tr>
<td>06100 – Rough Carpentry</td>
<td>4</td>
</tr>
<tr>
<td>07141 – Cold Fluid Applied Waterproofing</td>
<td>6</td>
</tr>
<tr>
<td>09221 – Non-Structural Framing</td>
<td>3</td>
</tr>
<tr>
<td>09250 – Gypsum Board</td>
<td>5</td>
</tr>
</tbody>
</table>
II. CONTRACT DOCUMENTS - DRAWINGS
G1.0 – Cover Sheet
G2.0 – Legend/Information Sheet
G3.0 – Site/Staging Plan
G4.0 – Work Phasing Plans
A0.1 – 1st Floor Reference Plan
A0.2 – 2nd Floor Reference Plan
A1.0 – Enlarged Floor Plans
A2.0 – Enlarged Floor Plans
A3.0 – Enlarged Floor Plans
A4.0 – Enlarged Floor Plans
A5.0 – Interior Elevations
A5.1 – Interior Elevations
A6.0 – Details
A6.1 – Details
A6.2 – Details
A6.3 – Details
A6.4 – Details

END OF INDEX
NOTICE TO BIDDERS

You are invited to bid on a lump sum contract to include general and plumbing work for the following project:

PROJECT NO. PW10-019
TITLE: Yakima County Courthouse Corrections Center Showers Repair
AGENCY: Yakima County Facilities Services

SUBMITTAL TIME/DATE/LOCATION:
Prior to 11:00 A.M., Wednesday, December 15, 2010
Yakima County Public Services
4th Floor Yakima County Courthouse
128 North Second Street
Yakima, WA 98901

Public Bid Opening and reading at 11:00 A.M. or as soon thereafter as possible at room 419 on the 4th floor of the Yakima County Courthouse, 128 North Second Street, Yakima, WA 98901. Bidders and other interested parties are invited to attend.

This project consists of improvements to Yakima County Corrections Center located at 1500 Pacific Avenue, Yakima, WA. Work includes general and plumbing work in accordance with plans and specifications prepared by Architects Rasmussen Triebelhorn. A single lump sum bid is requested for all general and plumbing work.

Each bid must be sealed and clearly marked with the project name and “Do not open prior to Bid Opening Time.” Bids received after the aforementioned time will not be considered.

All bid proposals shall be accompanied by a bid proposal deposit by certified check, cashier’s check or surety bond payable to Yakima County Treasurer in an amount equal to five percent (5%) of the total amount bid. Should the successful bidder fail to enter into such contract and furnish a satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to Yakima County.

Pre-bid walk-through: A pre-bid site visit has been scheduled for Tuesday, December 7, 2010 at 10:00am for prime contractors and other interested parties. Meet promptly at 10:00AM at the gated entrance to the Yakima County Corrections Center located at 1500 Pacific Avenue, Yakima, Washington, 98901. Prime contractors are strongly encouraged to attend. This is a remodel project with existing conditions impacting the work. Subcontractors are also encouraged to attend.

Bid documents may be obtained at the Public Services Office on the 4th Floor of the Yakima County Courthouse, Yakima, Washington or by calling 509-574-2300 for $35.00 per set (non-refundable). Checks should be made payable to Yakima County Treasurer. Specifications are available for viewing on our website at www.co.yakima.wa.us/publicservices. For security reasons, drawings are only available in hard copy at the aforementioned Public Services Office.
Yakima County Corrections Center
Showers Repair
Project No. PW10-019
ART Project No. 1006

The Board of County Commissioners expressly reserves the right to reject any and all bids or parts thereof and waive informalities or irregularities in a bid received, and to accept the bid which, in the Owner's judgment, is in the Owner's best interest.

Dated this 23rd day of November, 2010

ATTEST: Tiera Girard
Clerk of the Board

PUBLISH: Yakima Herald Republic – November 24th, 2010

Bill to: Account No. PW10-019
Yakima County Facilities Services Accounting
128 North 2nd Street, Room 232
Yakima, WA 98901
SECTION 00100 – INSTRUCTIONS TO BIDDERS

1.1 CONSIDERATIONS

A. To be considered, Bids must be made in accordance with these Instructions to Bidders.

1.2 DOCUMENTS

A. Prime bidders may obtain sets of documents as stipulated in the “Notice To Bidders”. Incomplete, partial or single-page copies will not be issued.

1.3 DEFINITIONS

A. All definitions set forth in the General Conditions and in other parts of the Contract Documents are applicable to the Bidding Documents.

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

C. A Bid is a complete and properly executed proposal to do the Work or designated portion thereof for the sums stipulated therein. To be valid Bids must be submitted in accordance with Bidding Document requirements.

D. “Bidding Documents” include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Instructions to Bidders and other sample bidding and contract forms. The “Contract Documents” consist of the Agreement between Owner and Contractor, which include the Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, and all Addenda issued prior to execution of the Contract.

E. A Bidder or “Bonafide Bidder” is a person or entity who submits a Bid.

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

1.4 BIDDER’S REPRESENTATIONS

A. Bidders shall carefully examine the documents and the site of the work to obtain first-hand knowledge of existing conditions. Contractors will not be given extra payments for conditions that can be determined by examining the site, existing structures, and documents.

1. The Owner, in making documents available for bidding, confers no license or grant for any other use.

B. By submitting his Bid each Bidder represents that:
1. The Bidder has carefully examined the project site and the documents and understands the documents and the bid is made in accordance therewith.

2. The bid includes all costs to perform the work required by the contract documents considering all observable existing site and local conditions.

3. The Bidder is familiar with local labor conditions and state, local and federal regulations affecting the Work and has considered these factors in the preparation of his Bid.

4. The bidder is satisfied that the proposed contract Documents are adequate for purposes of providing and successfully completing the Work.

5. The Bidder/the Bidding Firm has adequate financial resources and will employ adequate numbers of qualified personnel to coordinate, schedule, supervise and perform the work in conformance with Contract Document requirements.

C. Asbestos-Free Materials: Bidder, if awarded a contract, hereby certifies and guarantees to the Owner that any products or materials sold, used or installed under the terms of the contract, will not contain any asbestos. In the event the product sold does not conform to the above standards, the Owner may return the product for correction or replacement at Bidder's option and at Bidder's expense. Services performed by the seller that do not conform to the above standards must be corrected by seller at seller's expense or make the appropriate correction within a reasonable time.

1.5 SITE VISITS

A. PRE-BID WALK-THROUGH: As stipulated in the Notice To Bidders

1.6 QUESTIONS

A. Submit questions about Contract Documents to Owner in writing. Replies will be by Addenda issued to all prime bidders and plan holders of record. Owner and Architect will not be responsible for oral clarification. Questions received less than 72 hours before bid opening will not be answered. No Addenda will be issued less than 2 days before bid opening except for Addenda announcing a bid opening time extension.

1.7 SUBSTITUTIONS:

A. Specified materials, products and equipment indicated in the Bidding Documents establish a standard of required function, dimensions, appearance and quality to be met by any proposed substitution.

B. Where specified products and manufacturers are specified for any portion of the Work, such products and manufacturers shall be the basis for the Bid unless prior approval is granted by the Owner for substitution of products and/or manufacturer.

C. Bidders shall comply with the provisions of Division 1 specifications in requesting prior approval for proposed substitutions.

D. Requests for substitutions not in compliance with submittal requirements and not received by the Owner at least seven (7) calendar days prior to the date for receipt of Bids will not be considered.
E. If the Owner approves, subject to limitations stated in the Project Manual, any proposed substitution, such approval will be set forth in an Addendum. Approvals made in any other manner shall not be valid.

F. No substitutions will be considered after the contract award except as specifically provided for in the Project Manual.

1.8 ADDENDA:

A. Addenda will be delivered by registered mail to all who have obtained complete sets of Contract Documents from the Owner and are plan holders of record. Bidding Documents and copies of Addenda will be made available for inspection wherever documents are on file for bidding purposes. Addenda will be prepared by the Architect and transmitted by the Owner.

1. Bidders are responsible for informing their sub-bidders of pertinent addenda provisions. Each Bidder is responsible for determining that he has received all addenda prior to submitting his Bid, and their receipt shall be acknowledged on the bid form.

B. Receipt of Addenda must be acknowledged on the Bid Form.

1.9 PREPARATION OF BID

A. Submit bid on form furnished in the Bidding Documents, without alterations or recapitulation of work to be done. Fill in blank spaces on form. Sign in longhand. If bidder is a partnership or co-partnership, each partner must sign, if a corporation, print name of state of incorporation and legal signature of an officer authorized to bind corporation to a contract.

1. Fill in all blanks in the bid forms by typewriter or manually with ink. Where indicated, express sums in both words and numerals. In case of a discrepancy, the amount written in words shall govern.

2. Any modification or erasures on the bid forms must be initialized by the Bidder.

B. Include alternates and all cost breakdowns requested on Bid Form. Failure to comply may be cause for rejection. No segregated bids or assignments will be considered. If no change from the Basic Bid is required enter “no change”. If the amount of any alternate is left blank, it will be interpreted to mean "no change".

C. Registrations: All firms bidding this project shall be licensed by the State of Washington in conformance with RCW 18.27 and shall furnish state registration number.

D. Receipt of Documents: The failure or omission of a bidder to receive or examine any form, instrument, addendum, or other document shall in no way relieve any bidder from obligations with respect to the bid to the contract.

E. Bidder’s attention is directed to the insurance requirements in Section 0800 – Supplementary General Conditions. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance policies and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply
strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

1.10 BID SUBMITTAL

A. Submit bid, bid security and any other required submittals in a sealed opaque envelope. Identify envelope with the name of the project and the name of the Bidder. Submit bid in accordance with Notice To Bidders. Delivery of bid to place of bid is the responsibility of the Bidder. Facsimile transmission of the Bid will not be accepted.

1.11 MODIFICATIONS OR WITHDRAWAL OF BID

A. Modifications of bids already received will be considered only if modification is made prior to scheduled closing time for receipt of bid. Modifications must be over signature of the bidder. Telegraphic, telephone facsimile or other means of modifications will not be accepted. Delivery of modifications is the responsibility of the Bidder. Withdrawal of bids may be accomplished at any time prior to schedule closing time for bid opening in manner set forth herein for modification.

B. Should a bidder submit a bid form with all spaces not filled, the Owner, at its sole discretion, may consider such bid irregular and may reject the bid. The bidder agrees to hold the Owner harmless if the bid is rejected.

1.12 AWARD OF CONTRACT

A. It is the intent of the Owner to award a Contract to the lowest responsible bidder as defined in RCW 43.19.1911, provided the bid has been submitted in accordance with Bidding Document Requirements.

B. The Owner shall have the right to accept alternates, if any, in any order or combination and to determine the low bidder based on the sum of the base bid and alternates selected.

C. The Owner reserves the right to reject any and/or all bids or to make further calls for bids in the same manner as the original call, or to waive any informalities.

1.13 APPEAL OF INTENDED AWARD

A. Unsuccessful bidders may protest the intended award of the contract to the Owner. The protest shall be submitted in writing within 5 days after the determination of the Owner of the apparent lowest responsible bidder. The protest shall clearly state all of the facts upon which the protest is based. The Owner will respond in writing to the protest prior to the award of the Contract by the Owner. The response shall be the final decision of the Owner.

1.14 POST BID INFORMATION
A. A bidder whose proposal is under consideration shall, upon request, promptly furnish satisfactory evidence of his financial resources, his experience, and the organization and equipment he has available for the performance of the contract, and shall submit to the Owner, if requested, a properly executed AIA Document A305, Contractor's Qualification Statement.

B. Within seven (7) days of notification of selection for the award of a contract for the work, the bidder shall submit the following information to the Owner:

1. A designation of the work to be performed by the Bidder with his own forces.
2. The proprietary names and suppliers of principal items or systems of materials and equipment proposed for the work.

C. The Bidder will be required to establish to the satisfaction of the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the bidding documents.

D. Prior to the award of the contract, the Owner will notify the Bidder in writing if the Owner has reasonable objection to any such proposed person or entity. If the Owner has a reasonable objection to any such proposed person or entity, the Bidder may, at his option: (1) withdraw his bid, or (2) submit an acceptable substitute person or entity with an adjustment in his bid price which is equal to or less than the original bid price. If the Bidder fails or refuses to promptly submit an acceptable substitute person or entity with an adjustment in his bid price which is equal to or less than the original bid price, his bid shall be deemed withdrawn, and the Owner shall consider the next low bidder. In the event of either withdrawal or disqualification under this subparagraph, bid security will not be forfeited, notwithstanding other provisions of the bidding documents.

E. Persons and entities proposed by the bidder and to whom the Owner and the Architect have made no reasonable objection must be used for the work for which they were proposed and shall not be changed except with the written consent of the Owner and the Architect.

1.15 PERFORMANCE AND PAYMENT BONDS

A. The successful bidder shall file with the Owner a performance and payment bond, in the full amount of the contract, including Washington State Sales Tax, on form(s) acceptable to the Owner, as security for faithful performance of the Contract and the payment of all persons supplying labor and materials for construction and to cover all guarantees against defective workmanship or materials, or both, as required by the Contract Documents. The surety furnishing these bonds shall have a sound financial standing and a record of service satisfactory to the Owner and shall be authorized to do business in the State of Washington.

B. All bonds required in this invitation or under the contract documents shall be issued by a state authorized bonding company, licensed to transact business in Yakima County and the State of Washington.
C. The attorney-in-fact (Resident Agent) who executes the bonds on behalf of the surety must attach a notarized copy of his power of attorney as evidence of his authority to bind the surety on the date of execution of the bonds.

D. Time of Delivery and Form of Bonds: The Bidder shall deliver the required bonds to the Owner within seven (7) days after the date of execution of the Contract and prior to commencing operations at the site.

1.16 MISCELLANEOUS PROVISIONS AND CONDITIONS

A. Taxes, Permits, Fees:

1. Bid amounts, and the Contract sum, and any agreed variations thereof shall include all taxes imposed by law including State and Local Sales Tax. Sales Tax shall be collected from the Owner and will be paid to the State by the Contractor in conformance with the law. Contractor shall furnish proof of payment of all taxes required by law.

2. Bid amounts, and the Contract sum, shall include all fees for inspections required by public authorities including building permit fees, plan review fees, electrical permits, hook-up fees, temporary facility costs, fees and use charges, and licenses.

B. Non-Discrimination:

1. As a condition of submitting a bid for the project, bidders and sub bidders, as applicable, agree to comply fully with requirements for nondiscrimination and employment of minorities per the laws of the State of Washington and other applicable State and Federal laws.

END OF SECTION 00100
SECTION 00200 – BID FORM

TO: Clerk of the Board of County Commissioners
   Yakima County
   Yakima County Courthouse, Room 232
   128 North Second Street, Yakima, WA 98901

FOR: YAKIMA COUNTY COURTHOUSE CORRECTIONS CENTER SHOWERS REPAIR,
     PROJECT No. PW10-019.

BID OFFER

We have carefully examined and are fully familiar with all of the provisions of the Contract Documents
and addenda thereto, as well as the site conditions affecting the work.

We agree to perform all the Work and to provide all labor, material, supervision, management, tools
and equipment, incidental field design, goods and services and necessary incidentals to complete the
Work in accordance with the Contract Documents.

Undersigned shall perform such Work for the Costs indicated on this FORM OF PROPOSAL: BID
PRICE FORM.

Costs include Overhead, Profit, Bonds and Insurance and other expenses required to complete Work,
including Washington State Sales Tax and other applicable taxes.

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for 30 days from Bid Date. If this Bid is
accepted by the Owner within the time stated above, we will execute the Agreement within 7 days of
receipt of Notice of Intent to Award. We will provide all other contract submittals such as Performance
Bond, Certificates of Insurance, Retained Percentage and Escrow Forms, Prevailing Wage
Certificates and Safety Submittals as required by Contract Documents.

THE OWNER MAY DECLINE TO ENTER INTO THE CONTRACT, WITHHOLD ITS "NOTICE TO
PROCEED," AND / OR WITHHOLD PAYMENT TO THE CONTRACTOR UNTIL SURETY BOND IS
RECEIVED.

CONTRACT TIME

We agree to complete all work of the contract within One Hundred Eighty Calendar Days as
stipulated in the agreement.

We acknowledge that the liquidated damages established in the contract documents represents a
reasonable estimate of the damages that the Owner will suffer if the project is not completed within the
time constraints established in the contract.
ADDENDUM

The following Addenda have been received:

Addendum No. ___, Dated __________
Addendum No. ___, Dated __________
Addendum No. ___, Dated __________

FORM OF PROPOSAL – LUMP SUM BASE BID

The following represents the Cost to perform the Base Bid Work described in the Yakima County Corrections Center Showers Project Contract Documents. Lump sum base bid amount includes all taxes imposed by law including state and local sales tax. Amounts shall be shown in both words and figures. In case of discrepancies, the amount shown in words shall govern. Failure to fill in all lines shall mean the bid is non-responsive.

PROJECT UNIT PRICES

Refer to Section 01270 and to the Drawings. Provide Unit Prices to supply and install the following:

Unit Price #1: Provide two (2) 3-1/2" x 20 gauge metal studs x 18" high including base and cap channels, to be placed within existing 3-1/2" stud wall cavities

Unit Price #2: Provide two (2) 5-1/2" x 20 gauge metal studs x 18" high including base and cap channels, to be placed within existing 5-1/2" stud wall cavities

Unit Price #3: Provide two (2) 8" x 20 gauge metal studs x 18" high including base and cap channels, to be placed within existing 8" stud wall cavities.

Unit Price #1: $__________________________ Each
Unit Price #2: $__________________________ Each
Unit Price #3: $__________________________ Each

TOTAL LUMP SUM BASE BID

The following represents the cost to perform the Base Bid Work defined in the Contract Documents including sales tax.

Words: _____________________________________________

Figures: $__________________________

BIDDER

Submitted on (date): _______________________________

Legal name of Bidder: ______________________________

Mailing address of Bidder: __________________________

00200-2 11/11/2010
Telephone No: ____________________________

Facsimile No: ____________________________

WA State Contractors License No: ________________

License expiration date: ________________

WA state Excise Tax Registration No: ________________

Federal I.D. No: ____________________________

Name of Person Authorized to sign: ____________________________

Signature of Person Authorized to sign: ____________________________

Title of Person Authorized to sign: ____________________________
CERTIFICATE OF GOOD FAITH EFFORT (MWBE)

To Be Included with Bid

I/We certify that my/our company has made a good faith effort to secure sub-bids from Minority and Women's Business Enterprises (MWBE) for labor and/or materials for this project. In addition, I/We certify that said company is an equal opportunity employer, has in place an affirmative action plan, and does not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

________________________________________
Company Name

________________________________________
Authorized Signature

________________________________________
Date

END OF CERTIFICATE

SECTION 00200 - SUBCONTRACTORS LIST

00200-4

11/11/2010
General Contractor's Name: ____________________________

Date: __________________

This form needs to be submitted to the Owner concurrent with the Bidder's Proposal.

<table>
<thead>
<tr>
<th>Name &amp; Address of Subcontractor</th>
<th>Description of Work/Material</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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END OF SECTION 00200
SECTION 00300 - MINORITY AND WOMEN'S BUSINESS ENTERPRISE (MWBE) PARTICIPATION

PART 1 - GENERAL:

1.1 INTENT:

A. Yakima County recognizes the need to provide all practicable opportunity for increased participation by minority and women-owner and controlled businesses (MWBE) in public works projects and in the process by which goods and services are procured from the private sector.

1.2 REQUIREMENTS FOR THIS PROJECT:

A. While specific MWBE participation goals are not set for this project, Yakima County will expect bids on the basis of “Good Faith Effort”. This good faith effort shall be defined as any bidder certifying to the County that effort was made to contact MWBE firms and seeking subcontracting bids and/or supply bids from qualified firms.

B. A similar “Good Faith Effort” shall be made and certified that the Contractor is an Equal Opportunity Employer, has in place an affirmative action plan, and intends to use, to the best of his ability, minority and women workers as part of the work force.

C. The Contractor shall submit a signed compliance form, which is included along with its Bid.

END OF SECTION
SECTION 00500 - AGREEMENT FORM

PART 1 - GENERAL:

1.1 AGREEMENT FORM:

"Abbreviated Owner/Contractor Agreement - Project of Limited Scope", AIA Document A107, 2007 Edition as published by the American Institute of Architects, 1735 New York Avenue NW, Washington, DC 20006, as modified and supplemented by the Contract Documents will be used as the form of agreement for this project.

1.2 INSPECTION AND AVAILABILITY OF AIA DOCUMENT A107:

A working draft of the Agreement Form immediately follows this section. The agreement, including all bid information required of the Bidder, will be executed in final form following Notice to Award Contract by the Owner.

END OF SECTION
AGREEMENT made as of the ____ day of ____ in the year ____.  
(In words, indicate day, month and year.)

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

«Yakima County »»
«128 N, 2nd Street »
«Yakima, Washington 98901 »

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

«»
«»
«»

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

«Yakima County Corrections Center Showers Repair»
«Yakima County Corrections Center
1500 Pacific Avenue
Yakima, Washington»
«Repair inmate housing showers in 24 housing dorms and in 1 inmate worker area shower»

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

«»
«»
«»

The Owner and Contractor agree as follows.
TABLE OF ARTICLES

1    THE WORK OF THIS CONTRACT
2    DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3    CONTRACT SUM
4    PAYMENT
5    DISPUTE RESOLUTION
6    ENUMERATION OF CONTRACT DOCUMENTS
7    GENERAL PROVISIONS
8    OWNER
9    CONTRACTOR
10   ARCHITECT
11   SUBCONTRACTORS
12   CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
13   CHANGES IN THE WORK
14   TIME
15   PAYMENTS AND COMPLETION
16   PROTECTION OF PERSONS AND PROPERTY
17   INSURANCE & BONDS
18   CORRECTION OF WORK
19   MISCELLANEOUS PROVISIONS
20   TERMINATION OF THE CONTRACT
21   CLAIMS AND DISPUTES

ARTICLE 1  THE WORK OF THIS CONTRACT
The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2  DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 2.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)
§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than [X] days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Substantial Completion Date</th>
</tr>
</thead>
</table>

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

![Table]

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

( ) Stipulated Sum, in accordance with Section 3.2 below

( ) Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

( ) Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below)

![Table]

§ 3.2 The Stipulated Sum shall be [X] ($[X] ), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

![Table]

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price Per Unit ($0.00)</th>
</tr>
</thead>
</table>

§ 3.2.3 Allowances included in the stipulated sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Allowance</th>
</tr>
</thead>
</table>
§ 3.3 COST OF THE WORK PLUS CONTRACTOR’S FEE
§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor’s Fee:
(Define a lump sum, percentage of Cost of the Work or other provision for determining the Contractor’s Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4 COST OF THE WORK PLUS CONTRACTOR’S FEE WITH A GUARANTEED MAXIMUM PRICE
§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor’s Fee:
(Define a lump sum, percentage of Cost of the Work or other provision for determining the Contractor’s Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4.3 GUARANTEED MAXIMUM PRICE
§ 3.4.3.1 The sum of the Cost of the Work and the Contractor’s Fee is guaranteed by the Contractor not to exceed ( ), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.
(Insert specific provisions if the Contractor is to participate in any savings.)

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price Per Unit ($0.00)</th>
</tr>
</thead>
</table>

§ 3.4.3.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Allowance</th>
</tr>
</thead>
</table>

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

ARTICLE 4 PAYMENTS
§ 4.1 PROGRESS PAYMENTS
§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

User Notes: (1346785384)
§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the XX day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the XX day of the XX month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than XX (XX) days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 Retainage, if any, shall be withheld as follows:

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

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

.1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
.2 the contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a guaranteed maximum price; and
.3 a final Certificate for Payment has been issued by the Architect.

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

ARTICLE 5 DISPUTE RESOLUTION
§ 5.1 BINDING DISPUTE RESOLUTION
For any claim subject to, but not resolved by, mediation pursuant to Section 21.3, the method of binding dispute resolution shall be as follows:

(Choice the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 21.4 of this Agreement
[ ] Litigation in a court of competent jurisdiction
[ ] Other (Specify)

ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS
§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A107–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.
§ 6.1.2 The Supplementary and other Conditions of the Contract:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ 6.1.3 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ 6.1.4 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>G1.0</td>
<td>Cover Sheet</td>
<td>11/23/2010</td>
</tr>
<tr>
<td>G2.0</td>
<td>Legend/Information Sheet</td>
<td>11/23/2010</td>
</tr>
<tr>
<td>G3.0</td>
<td>Site/Staging Plan</td>
<td>11/23/2010</td>
</tr>
<tr>
<td>G4.0</td>
<td>Work Phasing Plans</td>
<td>11/23/2010</td>
</tr>
</tbody>
</table>
§ 6.1.5 The Addenda, if any:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>A0.1</td>
<td>11/23/2010</td>
<td></td>
</tr>
<tr>
<td>A0.2</td>
<td>11/23/2010</td>
<td></td>
</tr>
<tr>
<td>A1.0</td>
<td>11/23/2010</td>
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<tr>
<td>A2.0</td>
<td>11/23/2010</td>
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<td>A3.0</td>
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<tr>
<td>A4.0</td>
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<td>A5.0</td>
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<tr>
<td>A5.1</td>
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<tr>
<td>A6.0</td>
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<tr>
<td>A6.1</td>
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<td>A6.2</td>
<td>11/23/2010</td>
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<tr>
<td>A6.3</td>
<td>11/23/2010</td>
<td></td>
</tr>
<tr>
<td>A6.4</td>
<td>11/23/2010</td>
<td></td>
</tr>
</tbody>
</table>

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 6.

§ 6.1.6 Additional documents, if any, forming part of the Contract Documents:

1. Exhibit A, Determination of the Cost of the Work, if applicable.
2. AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

   « »

3. Other documents:

   (List here any additional documents that are intended to form part of the Contract Documents.)

   « »

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.
§ 7.3 THE WORK
The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

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

§ 7.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE
§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

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

§ 7.6 TRANSMISSION OF DATA IN DIGITAL FORM
If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission, unless otherwise provided in the Agreement or in the Contract Documents.

ARTICLE 8 OWNER
§ 8.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER
§ 8.1.1 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.2 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.3 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 OWNER'S RIGHT TO STOP THE WORK
If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 OWNER'S RIGHT TO CARRY OUT THE WORK
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.
ARTICLE 9 CONTRACT

§ 9.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor’s capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

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

§ 9.2 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

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

§ 9.3 LABOR AND MATERIALS

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

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

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.
§ 9.5 TAXES
The Contractor shall pay sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

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

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 ALLOWANCES
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Allowance amounts shall not include the Contractor’s costs for unloading and handling at the site, labor, installation, overhead, and profit.

§ 9.8 CONTRACTOR’S CONSTRUCTION SCHEDULES
§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner’s and Architect’s information a Contractor’s construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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

§ 9.9 SUBMITTALS
§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in coordination with the Contractor’s construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

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

§ 9.11 CUTTING AND PATCHING
The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.
§ 9.12 CLEANING UP
The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material from and about the Project.

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

§ 9.14 ACCESS TO WORK
The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 9.15 INDEMNIFICATION
§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT
§ 10.1 The Architect will provide administration of the Contract and will be an Owner's representative during construction, until the date the Architect issues the Final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

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

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

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

§ 10.5 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.6 The Architect will review and approve or take other appropriate action upon the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.7 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

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

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

ARTICLE 11 SUBCONTRACTORS
§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors or suppliers for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor’s list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
§ 12.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Article 21.

§ 12.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor’s activities with theirs as required by the Contract Documents.
§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

ARTICLE 13 CHANGES IN THE WORK
§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

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

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME
§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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

§ 14.3 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.4.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION
§ 15.1 APPLICATIONS FOR PAYMENT
§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of Values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such...
data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used in reviewing the Contractor’s Applications for Payment.

§ 15.1.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor’s Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 15.1.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.1.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor’s knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner’s interests.

§ 15.2 CERTIFICATES FOR PAYMENT

§ 15.2.1 The Architect will, within seven days after receipt of the Contractor’s Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect’s reasons for withholding certification in whole or in part as provided in Section 15.2.3.

§ 15.2.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect’s evaluations of the Work and the data comprising the Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.2.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect’s opinion the representations to the Owner required by Section 15.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.2.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect’s opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

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

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

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

§ 15.3.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a
Subcontractor except as may otherwise be required by law.

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

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

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

§ 15.4.3 Upon receipt of the Contractor’s list, the Architect will make an inspection to determine whether the Work
or designated portion thereof is substantially complete. When the Architect determines that the Work or designated
portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall
establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security,
maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall
finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall
commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise
provided in the Certificate of Substantial Completion.

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

§ 15.5 FINAL COMPLETION AND FINAL PAYMENT
§ 15.5.1 Upon receipt of the Contractor’s written notice that the Work is ready for final inspection and acceptance
and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the
Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect
will promptly issue a final Certificate for Payment stating that to the best of the Architect’s knowledge, information
and belief, and on the basis of the Architect’s on-site visits and inspections, the Work has been completed in
accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the
Contractor and noted in the final Certificate is due and payable. The Architect’s final Certificate for Payment will
constitute a further representation that conditions stated in Section 15.5.2 as precedent to the Contractor’s being
entitled to final payment have been fulfilled.

§ 15.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all
liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could

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be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys’ fees.

§ 15.5.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from
.1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents; or
.3 terms of special warranties required by the Contract Documents.

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

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 SAFETY PRECAUTIONS AND PROGRAMS
The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of,
.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor’s Subcontractors or Sub-subcontractors; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor’s obligations under Section 9.15.

§ 16.2 HAZARDOUS MATERIALS

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor’s reasonable additional costs of shutdown, delay and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect’s consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

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

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 The Contractor shall purchase from, and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers’ compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor’s operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor’s obligations under Section 9.15. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days’ prior written notice has been given to the Owner. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include: (1) the Owner, the Architect and the Architect’s Consultants as additional insureds for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s completed operations.

§ 17.2 OWNER’S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance.

§ 17.3 PROPERTY INSURANCE

§ 17.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an “all-risk” or equivalent policy form, including builder’s risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 15.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 17.3.1 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-subcontractors in the Project.

§ 17.3.2 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days’ prior written notice has been given to the Contractor.

§ 17.3.3 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect’s consultants, separate contractors described in Article 12, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 17.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect’s consultants, separate contractors described in Article 12, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 17.3.4 A loss insured under the Owner’s property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds.
received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.

§ 17.4 PERFORMANCE BOND AND PAYMENT BOND
§ 17.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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

ARTICLE 18 CORRECTION OF WORK
§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.2.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.4.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

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

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS
§ 19.1 ASSIGNMENT OF CONTRACT
Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 GOVERNING LAW
The Contract shall be governed by the law of the place where the Project is located, except, that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.4.

§ 19.3 TESTS AND INSPECTIONS
Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public
authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor.

§ 19.4 COMMENCEMENT OF STATUTORY LIMITATION PERIOD
The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 19.4.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 TERMINATION BY THE CONTRACTOR
If the Architect fails to certify payment as provided in Section 15.2.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days’ written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 TERMINATION BY THE OWNER FOR CAUSE
§ 20.2.1 The Owner may terminate the Contract if the Contractor
1. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority;
4. otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the above reasons exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days’ written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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

§ 20.3 TERMINATION BY THE OWNER FOR CONVENIENCE
The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 21 CLAIMS AND DISPUTES
§ 21.1 Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.8 and Sections
15.5.3 and 15.5.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the
Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic’s lien, the party
asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing
deadlines.

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

§ 21.4 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any
claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually
agree otherwise, shall be administered by the American Arbitration Association, in accordance with the
Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be
made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the
arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in
accordance with applicable law in any court having jurisdiction thereof.

§ 21.5 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any
other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration
permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact;
and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.6 Any party to an arbitration may include by joinder persons or entities substantially involved in a common
question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the
party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or
entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.7 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity
duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having
jurisdiction thereof.

§ 21.8 CLAIMS FOR CONSEQUENTIAL DAMAGES
The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to
this Contract. This mutual waiver includes

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination
in accordance with Article 20. Nothing contained in this Section 21.8 shall be deemed to preclude an award of
liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.
This Agreement entered into as of the day and year first written above.

OWNER (Signature)  
(Printed name and title)

CONTRACTOR (Signature)  
(Printed name and title)
SECTION 00900 – SPECIAL CONDITIONS

PART 1 - GENERAL:

1.1 SUPPLEMENTS:

A. The following conditions add to General and Supplemental Conditions of the Contract for Construction.

B. The Bidders are advised that any/all costs associated with compliance with the special conditions of this section are to be included in the Bidder's proposal. Failure to do so shall not constitute grounds for withdrawal of the bid proposal after receipt of bids, nor for a claim for additional cost and/or time after receipt of bids or after award of contract.

1.2 ADDITIONAL MISCELLANEOUS CONDITIONS:

A. Coordination of Work: The Contractor shall maintain the overall coordination for the work being performed under this Contract.

B. Waste Material: All refuse and waste material shall be disposed of by the contractor off the Owner's property, at the Contractor's expense. The Contractor shall immediately clean up any waste material. Refer to Section 01741 – Construction Waste Management and Disposal for recycling requirements.

C. Manufacturer's Instructions: All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier, or distributor, except as otherwise specifically provided in the contract documents.

D. Material Safety Data Sheets: All materials used on the construction site in conjunction with the construction of this project shall have a copy of Material Safety Data Sheets (MSDS) on site as soon as said material arrives on site and shall be available to the Owner's Representative upon request for such a copy.

E. Coordination and Interpretation of Specifications:

1. The Drawings, Specifications, General Conditions, Special Conditions, Contract Change Orders, and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be coordinated and to describe and provide for a complete work.

2. Should it appear that the Work or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall apply to the Architect for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or questions arising regarding the true meaning of the Contract Documents, reference shall be made to the Architect whose decision thereon shall be final.
3. In the event of there being a conflict between one Contract Document and any of the other Contract Documents, the Document highest in precedence shall control and supersede the document which is contrary to it. The order of precedence of the Contract Documents from the highest to the lowest in precedence shall be as follows:

**FIRST:** Supplemental Agreements, the last in time being the first in precedence.

**SECOND:** The Contract.

**THIRD:** Specifications DIVISION 1

**FOURTH:** Specifications (Component Specifications)

**FIFTH:** General Conditions and Amendments to the General Conditions.

**SIXTH:** Special Conditions.

**SEVENTH:** Instructions To Bidders.

**EIGHTH:** Contractor’s Proposal.

F. Working Hours:

1. Unless otherwise approved by Owner, the Contractor will be restricted to normal business hours. However, due to the project’s proximity to jail operations, the Contractor is advised that he/she may be directed on occasion to temporarily suspend noisy construction activities and/or to conduct such activities at other than normal day shift work hours or on weekends.

G. Dust/Debris Control:

1. The Contractor shall take whatever steps, procedures or means as are required to prevent abnormal dust and debris conditions being caused by the operation in connection with the work. Dust control shall be incidental to this project.

2. All areas where personnel are, or will be present during the course of the work, shall be thoroughly cleaned of debris and garbage daily.

H. Supplemental Forms:

1. Forms to be used by the Architect, Contractor, and Owner as required during the course of this project, are as follows:

2. In addition to the above, the following forms may also be used by the Architect, Contractor, and Owner as required during the course of this project. Copies of...
these forms may be purchased from the Spokane Chapter, American Institute of Architects, Spokane, WA 99201, phone: 509-747-5498 or from the Seattle Chapter, American Institute of Architects, Seattle, Washington, 98101, phone: 206-448-4938. All forms to be the 2007 edition, or most current edition as published.

Change order, AIA G701
Application and Certificate for Payment, AIA, G702
Continuation Sheet, AIA, G703
Certificate of Substantial Completion, AIA G704
Contractor’s Affidavit of Payment and Claims, AIA, G706
Proposal Request, AIA, G7089
Architect’s Supplemental Instructions, AIA, G710
Construction Change Directive, AIA, G713

I. Supplemental Documents:

1. The following documents are to be included as part of the Contractor Documents by reference:


   a. See the Supplementary General Conditions for additional references and requirements.

PART 2 – PRODUCTS: (Not applicable)
PART 3 – EXECUTION: (Not Applicable)

END OF SECTION 00900
I. Policy:

A. It is the policy of the Yakima County Department of Corrections that tools and tool carts shall be secured at all times when in the secured areas of all facilities, or in any areas where inmates traffic or where inmates are present.

B. With regard to tools and other accessories being used within the YCDC facilities, the Yakima County Facilities Services Department shall create a method for the documented monthly inventory of all tools kept or stored in/on tool carts.

C. Tool control and security general orders:
   1. When service work is being conducted inside a housing unit, all inmates must either be removed from the unit or locked down in their individual cells.
   2. When work is being conducted in secured areas, but not inside of housing units, Corrections Officers shall keep inmates from the work site as long as tools are unsecured. Facilities Services personnel shall ensure that their tool carts are secured when/if inmates are present.
   3. Tool carts must remain locked:
      a) Whenever in the secured areas of the facilities or where inmates are present.
      b) Until inmates are removed from the housing units or locked down in their cells.
   4. Tools shall not be transported outside of the tool cart, but shall remain locked inside until used whenever practical.
   5. Facilities Service personnel and approved contractors are responsible for the control and custody of all tools being brought into and then out of the secured areas of the facilities. County departments arranging for contracted services are responsible to inform contractors of these requirements.
   6. When work has been completed in an area, Facilities Service personnel and/or contractors shall inspect and search the work site to ensure no tools, contraband or other items have been left behind and notify YCDC staff when complete.
   7. Once Facilities Service personnel or contractors have completed work, Corrections Officers shall inspect and search those locations where tools have been used, ensuring that no tools, contraband or other items have been left behind.

Adopted this date by the Director

Effective Date
Tool Control

Chief Paulakis
Director
1 of 1
SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Supplementary Conditions, and Division 0 and 1 Specifications sections shall apply to all sections of the Contract Documents, including specifications, drawings, addenda, or other changes of documents issued for bidding/construction.

1.2 SUMMARY

A. Section includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work under separate contracts.
5. Access to site.
6. Coordination with occupants.
7. Work restrictions.
8. Specification and drawing conventions.

B. Related Section:

1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Identification: Yakima County Corrections Center Showers Repair Project.

1. Project Location: 1500 Pacific Ave., Yakima, Washington 98901.

B. Owner: Yakima County Facilities Services, 18 East Lincoln, Yakima, Washington 98901.

1. Public Services Department Director:
   Vern Redifer, P.E.
   (509) 574-2306
   E-Mail: vern.redifer@co.yakima.wa.us

2. Facilities Services Project Manager
   Ron Rieker
   (V)(509) 574-2402
   (Fax)(509) 574-2464
   E-Mail: ron.rieker@co.yakima.wa.us

1. Project Manager
   Kenn D. Triebelhorn
   (V)(253)572-5511 ext. 102
   (Fax)(253) 572-5511
   E-Mail: kdt@a-rt.org

2. Assistant Project Manager/Job Captain
   Chris Ackerman
   (253)572-5511 ext. 105
   E-Mail: cma@a-rt.org

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The work of the Project is defined by the Contract Documents and consists of the following:

1. Partial demolition and reconstruction of inmate shower stalls.
   a. Demolition will include, but not be limited to, removal and dispose of existing inmate shower stall elastomeric finish on walls, ceilings, and concrete floors, removal of drywall substrate on walls and ceilings, and removal of treated plywood sub-sheathing. Partial removal and storage of shower stall plumbing fixtures will be required.
   b. Shower stall reconstruction will include, but not be limited to, partial metal stud wall framing, installation of wall blocking, installation of fire retardant treated plywood wall sub-sheathing, installation of cementitious backer board substrate on walls and ceilings, preparation of substrate wall, ceiling, and floor surfaces, installation of polymeric thresholds at 1st floor shower stalls, installation of a multi-layer epoxy resin based and fiber glass reinforced shower stall finish on walls, ceilings, and floors, installation of new shower stall accessories, and reinstallation of shower plumbing fixtures.

B. Type of Contract.

1. Project will be constructed under a single prime contract.

C. Permits:

1. All permits including general construction, mechanical, electrical and other specialty permits, if required, are the responsibility of the Contractor.

1.5 PHASED CONSTRUCTION

A. Phased Construction will be required for the entire project as delineated on the drawings. Except for Phase 1 of the project (materials procurement and delivery to the jobsite), the sequencing of Phases 2 through 5 is at the discretion of the
Contractor, except any revised sequencing of the phased work as shown on the
drawings must be approved by the Owner.

1. The Owner and Architect will inspect and accept the installation on a phase-
   by-phase basis. Accepted installations shall be considered partially
   substantial completion for the entire project. The Owner will beneficially re-
   occupy substantially completed work per phase.

1.6 LIQUIDATED DAMAGES

A. Liquidated Damages: The Owner will be damaged if the Phased Construction for
   entire project is not achieved in the project duration as noted on the Bid Proposal
   Form. Pursuant to the Agreement, the amount for Liquidated Damages, as
   defined in the Agreement, shall be $500.00 per day for each day beyond the
   period established for completion of the Work. Refer to the Agreement for
   description of conditions that relate to Contract time and liquidated damages.

1.7 CONSTRUCTION SECURITY RESTRAINTS

A. Construction Site Security is the sole responsibility of the Contractor throughout
   the duration of the construction period.

B. County requirements for security clearances, metal detector processing, pat
   downs, tool logs and counts, processing time going in or out, inspection of work
   sites and Yakima County Jail security staff supervision of each portion of the work
   site shall be strictly enforced.
   1. All Contractor personnel and the personnel of his subcontractors and
      suppliers shall enter and exit the site from one location as determined by the
      Yakima County Department of Corrections, except as otherwise noted on
      the drawings or as otherwise approved by the Yakima County Department of
      Corrections.

C. For the purposes of this Contract, Work may be separated as Work inside the
   Secure Perimeter of the Jail and Work outside the Secure Perimeter of the Jail:

   1. Outside the Secure Perimeter is defined as any work that does not occur in
      spaces that are occupied by inmates during any time of a 24-hour day. This
      includes, but is not limited to, all Work necessary outside the corrections
      building, including temporary work within the Contractor's staging area,
      administrative work within the Contractor's staging area or in the temporary
      work office, receiving of materials necessary for the work, shipment off site
      of demolition and/or excess materials, and any preparation of materials prior
      to installation.

   2. All Work and routes to the Work within the corrections building to replace the
      shower stall finish is considered inside the Secure perimeter.

01100 – 3  11/3/2010
D. Work Outside the Secure Perimeter: All workers, subcontractors, suppliers and Contractor's consultants and the like that the Contractor deems necessary to execute the Contract are required to have a County-Issued Identification Badge.

   1. Tool Control outside the Secure Perimeter: Contractor shall affect a tool control program within the limits of the construction staging area outside the secure perimeter, maintain control of tools and equipment during hours of construction and secure tools, supplies and equipment during non-work hours.

E. Work Inside the Secure Perimeter: Workers, subcontractors, suppliers and consultants and the like are required to have a County-issued Identification Badge and will be subject to additional security requirements by the County, including, but not limited to, the following:

   1. Additional background checks for the Contractor's or subcontractors' workforce. Workers may be denied access if they have a criminal record. Workers may be denied Identification Badges if
      a. Applicant was convicted of a felony offense.
      b. Applicant has had misdemeanors within two years prior to application.
      c. Applicant is on active probation.

   2. Workers inside the secure perimeter must have a security clearance and display at all times a valid picture identification badge. Workers must be escorted to their worksite when inside the secure perimeter if work is to be performed in areas occupied by inmates during any part of the day.
      a. Exclusion of proposed workers shall not constitute the basis of any claim for breach or damages under this contract.

   3. Workers inside the Secure Perimeter must attend a security orientation.

   4. Cleaning: Clean work site at the end of the work activity when inside the secure perimeter. Inspect the areas that are accessible to inmates where work has taken place to remove any item, including those which may be used as a weapon, including nails and fasteners, spent blades or cartridges, plastics, construction debris and other such items.

   5. Tool Control: In addition to Contractor's Tool Control Program indicated in Part 1 Paragraph "Work Outside the Secure Perimeter" above, tools of any kind are to be maintained within control of the Contractor's and his subcontractors' workforce at all times. Tools and equipment taken inside the secure perimeter must be inventoried upon entrance and exit in accordance with Yakima County Department of Corrections tool control policy. Reference the following documents:
      a. Yakima County Department of Corrections, "Policies and Procedures for Tool Control."
6. Communication with Inmates: All communications with inmates is prohibited. Members of the Contractor’s workforce or those of his subcontractors and suppliers may be escorted from and denied further access to the Worksite if communications with Inmates are observed.

7. Submit Contractor credentials and worker applications for Identification Badges (I.D.) on the following forms:
   a. Yakima County Department of Corrections Contractor Application Form.

1.8 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.
   1. There are currently no contracts planned to coincide with the Work of this contract; Owner reserves the right to award separate contracts for other projects.

1.9 ACCESS TO SITE

A. General: Within the parameters stated elsewhere in this section, Contractor shall have limited use of Project site for construction operations.

B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations at the exterior of the building to areas designated for Contractor’s temporary facilities, and those areas on the exterior of the jail facility deemed necessary for transport of materials and equipment to complete the Work.

2. A portion of the existing site will be designated for the Contractor’s exclusive use to erect temporary facilities and as a staging area for the duration of the project up to Substantial Completion.
   a. Area will be unpaved, and approximately 100 feet x 100 feet in size. Should a larger area be required, the Contractor shall submit in writing to the Owner’s Project Manager a graphic depiction of the site plan outlining his/her temporary staging area requirements. Erect temporary fencing around entire designated area; Contractor is responsible for security and safety within this area. Restore staging area to pre-construction condition after substantial completion is achieved and all temporary facilities have been removed.

3. Driveways, Walkways and Entrances: Keep driveways, parking lots, loading areas, and entrances serving premises clear and available to Owner,
Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

a. Schedule deliveries to minimize use of driveways and entrances by construction operations.

b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

c. Condition of Existing Building: Maintain portions of existing building affected by construction operations in an as-is condition throughout construction period. Repair damage caused by construction operations.

1.10 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner will occupy site and building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.

2. Notify the Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.11 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Reference Part 1 Article “Construction Security Restraints” of this section for restrictions related to security and clearances.

2. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.

B. On-Site Work Hours for Work Outside the Secure Perimeter: Limit work outside the existing building to normal business working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except as otherwise indicated.

C. On-Site Work Hours for Work Inside the Secure Perimeter: Work hours will be limited in the individual work phases to the hours of 8:00 a.m to 5 p.m, Monday through Friday. Workers will have unencumbered access to the respective Phase Worksite within the housing unit during those hours.

1. Inmates will be removed by corrections staff from each respective work phase prior to start of work of the respective phase. Adjacent housing units will remain occupied by inmates and staff until such time as work within those areas per work phase is scheduled to begin.
D. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Owner not less than two days in advance of proposed utility interruptions.

2. Obtain Owner's written permission before proceeding with utility interruptions.

E. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Owner not less than two days in advance of proposed disruptive operations.

2. Obtain Owner's written permission before proceeding with disruptive operations.

F. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances or outdoor air intakes.

G. Controlled Substances: Use of tobacco products and other controlled substances within the existing building or on the Project site is not permitted.

1.12 WATERTIGHT CONSTRUCTION

A. Content of the Contract Documents notwithstanding, the Contractor accepts the responsibility of constructing watertight shower stalls.

B. Discovery of Fungi (Mold): In accordance with Subparagraph A of this article above, Contractor is responsible for providing labor, material, products, equipment and services to install new partial wall framing, wall and ceiling subsheathing, substrate sheathing, and seamless wall/floor/ceiling finish to maintain effective control of moisture within the building envelope.

1. Should Contractor proceed to install new partial wall and ceiling framing, subsheathing, substrate sheathing, and seamless wall/floor/ceiling finish or similar products having paper, cardboard and other cellulose surfaces prior to the existing interior wall cavities having been properly dried out (including ambient conditions of temperature and humidity being continuously maintained at values near those indicated for final occupancy), the Contractor may be at risk for mold contamination of the building components.

2. During the course of construction of the Project, Contractor shall perform continuous visual inspection/verification of building components for possible contamination by mold.
3. If the presence of mold is suspected during the demolition process, visible water damage observed or musty odors detected, the Contractor shall immediately notify the Owner's Representative. The Owner will immediately call for testing of subject contaminated materials by their separate special inspection and testing consultant to determine the extent of potential mold contamination. Existing water-damaged materials beyond those noted to be demolished shall be immediately brought to the Owner Representative's attention. Upon written direction by the Owner's Representative, the damaged materials shall be removed and replaced with new materials as authorized by change directive or change order. The Contractor shall follow the Owner's separate special inspection and testing consultant's Mold Remediation Plan instructions.

1.13 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

2. Abbreviations: Materials and products are identified by abbreviations indicated on Drawings.

3. Keynoting: Materials and products are identified by reference keynotes and may be referenced by Specification Section numbers found in this Project Manual.

1.14 MISCELLANEOUS PROVISIONS
A. Approved Applicators: Where specific instruction in the specifications or drawings require that approved applicator of the manufacturer, it shall be the Contractor’s responsibility to ensure that any entity or workers used for such Work be an approved applicator, and shall be so documented in writing.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01100
SECTION 01250 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Supplementary Conditions, and Division 0 and 1 Specifications sections shall apply to all sections of the Contract Documents, including specifications, drawings, addenda, or other changes of documents issued for bidding/construction.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Section:
   1. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

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

1.4 SUBMITTALS

A. Pre-Bid and Post-Award Substitution Requests: See Instructions to Bidders for additional requirements prior to Contract award and the Agreement after Contract award. Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Drawing numbers and titles. Substitution requests prior to bid date may originate directly from the General Contractor, or from a prospective supplier or subcontractor. Subsequent, post-bid substitution requests shall be submitted through the General Contractor.

1. Substitution Request Form: Use facsimile of form at end of Section.

2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
   a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
   b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
   c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable
specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. Certificates and qualification data, where applicable or requested.
g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project.

3. Post-Award Substitution requests: In addition to the information required above under “Documentation” Provide the following:
a. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
b. Cost information, including a proposal of change, if any, in the Contract Sum.
c. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
d. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

4. Architect's Action for pre-bid substitution request: Architect will review substitution requests if received at the offices of the Architect until the number of days prior to the date scheduled to receive bids as stipulated in the Instruction to Bidders. Substitution requests received after the date indicated will not be reviewed.

5. Architect's Action for post-award substitution request: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor through Owner of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.
1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 7 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:
   a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
   b. Requested substitution will not adversely affect Contractor's construction schedule.
   c. Requested substitution has received necessary approvals of authorities having jurisdiction.
   d. Requested substitution is compatible with other portions of the Work.
   e. Requested substitution has been coordinated with other portions of the Work.
   f. Requested substitution provides specified warranty.
   g. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Architect will consider requests for substitution if received within 21 days after the Notice of Award.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:
   a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
   b. Requested substitution does not require extensive revisions to the Contract Documents.
   c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
   d. Requested substitution will not adversely affect Contractor's construction schedule.
e. Requested substitution has received necessary approvals of authorities having jurisdiction.

f. Requested substitution is compatible with other portions of the Work.

g. Requested substitution has been coordinated with other portions of the Work.

h. Requested substitution provides specified warranty.

i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01250
SECTION 01250a SUBSTITUTION REQUEST FORM

To: Architects Rasmussen Triebelhorn, Tacoma, Washington

For: Yakima County Corrections Center Showers Repair, Yakima, Washington
We hereby submit for your consideration the following product instead of the specified item for the above project:

<table>
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<tr>
<th>Section</th>
<th>Paragraph</th>
<th>Specified Item</th>
</tr>
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Proposed Substitution:
Attach complete dimensional information and technical data/01340, including laboratory tests, if applicable.

Include complete information on changes to Drawings and/or Specifications that proposed substitution will require for its proper installation.

Submit with request all necessary samples and substantiating data to prove equal quality, performance, and appearance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance. Differences in quality of materials and construction shall be indicated.

Fill in the blanks below:

A. Does the substitution affect dimensions shown on Drawings?
   Yes   No
   If yes, clearly indicate changes.

B. The Undersigned will pay for changes to the building design, including engineering and detailing costs caused by the requested substitution as required.

C. What effect does substitution have on other trades, other Contracts, and Contract completion data? (Be specific.)

D. What effect does substitution have on applicable code requirements?

E. Differences between proposed substitution and specified item?

01250a - 1

11/18/2010
F. Manufacturer's guarantees of the proposed and specified items are:

   ___Same     ___Different (explain on attachment).

G. List of names and addresses of three similar projects on which product was used, date of installation, and Architect's name and address.

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>ADDRESS</th>
<th>DATE</th>
<th>ARCHITECT</th>
<th>ADDRESS</th>
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H. Cost Impact:


I. The Undersigned certifies equal performance and assumption of liability for equal performance and the quality is equivalent and/or superior to the item specified.

Submitted by:

Signature    Title

Firm

Address/City/State/Zip Code

Telephone    Date

Signature must be by person having authority to legally bind his firm to the above terms. Failure to provide legally binding signature will result in retraction of any acceptance.

For Use by Architect:

   ___Accepted           ___Accepted As Noted

   ___Not Accepted       ___Received Too Late

01250a - 2       11/18/2010
SECTION 01260 - CONTRACT MODIFICATION PROCEDURES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Supplementary Conditions, and Division 0 and 1 Specifications sections shall apply to all sections of the Contract Documents, including specifications, drawings, addenda, or other changes of documents issued for bidding/construction.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK

A. Owner will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions".

1.4 PROPOSAL REQUESTS

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

1. Proposal Requests issued by Owner are not instructions either to stop work in progress or to execute the proposed change.

2. Within 7 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
   a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
   b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
   c. Include costs of labor and supervision directly attributable to the change.
   d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
   e. Quotation Form: Use forms acceptable to Owner.
B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Owner. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts. Include costs of labor and supervision directly attributable to the change. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
Proposal Request Form: Use form acceptable to Owner.

1.5 ADMINISTRATIVE CHANGE ORDERS

A. Contract Adjustments: For unit prices and alternates: There are no unit prices or alternates for this project.

1.6 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Owner will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.7 CONSTRUCTION CHANGE DIRECTIVE


B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

END OF SECTION 01260
SECTION 01270 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Yakima County’s General Provisions for Construction Contracts and other Division 0 & 1 Specifications shall apply to all sections of the Contract Documents, specifications and drawings, addenda or other changes of documents issued for bidding/construction.

B. Bid Proposal Form – All Unit Costs, and Extended Pricing when called for, must be submitted with the Bid on the Form of Proposal.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for unit prices.

B. See Section 09221 – Non-Structural Framing

1.3 DEFINITIONS

A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.

B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

D. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES – METAL STUD WALL FRAMING

A. The General Contractor shall include a lump sum cost for the installation of the items listed below.

B. The following Unit Prices will be used by the Owner to determine the value of added work scope should it be solely determined by the Owner upon start of work, and as the work progresses, that existing metal studs are corroded sufficiently to require additional stud framing.

C. The Owner will identify the quantity of units to be provided once the existing stud wall cavities have been exposed for investigation. An additive change order to General Contractor's contract amount shall be calculated using the unit prices listed below multiplied by the number of units to be provided.

D. List of Unit Prices.

1. Provide Two (2) 3-1/2" x 20 gauge metal studs x 18" high including base and cap channels, to be placed within existing 3-1/2" stud wall cavities.

2. Provide Two (2) 5-1/2" x 20 gauge metal studs x 18" high including base and cap channels, to be placed within existing 5-1/2" stud wall cavities.

3. Two (2) 8" x 20 gauge metal studs x 18" high including base and cap channels, to be placed within existing 8" stud wall cavities.

E. Studs to be installed from approximately floor line to 18" above finished floor.

F. Unit Prices shall be the total cost including the Contractor's mark-ups to provide the unit of work.

END OF SECTION 01270
SECTION 01290 - PAYMENT PROCEDURES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Supplementary Conditions, and Division 0 and 1 Specifications sections shall apply to all sections of the Contract Documents, including specifications, drawings, addenda, or other changes of documents issued for bidding/construction.

1.2 SUMMARY

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

1.3 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:
   a. Application for Payment forms with continuation sheets.
   b. Submittal schedule.
   c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to Owner at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.

B. Format and Content: Use the Project Manual table of contents and the Work indicated on the drawings as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:
   a. Project name and location.
   b. Name of Architect.
   c. Owner's project number.
   d. Contractor's name and address.
   e. Date of submittal.

2. Arrange schedule of values consistent with format of AIA Document G703

01290 - 1
11/18/2010
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of Contract Sum.
   a. Include separate line items under Contractor and principal subcontracts for project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.

4. Because sales tax will be required, show the calculated value to include sales tax to the nearest cent for each line item, and so that the total project value, including tax, equals the contract amount.

5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

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

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

1.4 APPLICATIONS FOR PAYMENT

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

B. Payment Application Times: Progress draft applications for payment shall be submitted to Owner by the last meeting occurring at least 7 days before the end of the month. Prepare final application for payment after approval of draft. The period covered by each Application for Payment is one month, ending on the last day of the month, unless indicated otherwise in the Agreement or the Conditions of the Contract.

C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
D. Application Preparation: Complete every entry on final application form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Owner will return incomplete applications without action. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Transmittal: Submit three signed and notarized original copies of each final Application for Payment to Owner by a method ensuring receipt within 24 hours. Include waivers of lien and certificate stating prevailing wages have been paid for all Work covered by the application. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

F. Waivers of Mechanic’s Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

   1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.

   2. When an application shows completion of an item, submit conditional final or full waivers.

   3. Owner reserves the right to designate which entities involved in the Work must submit waivers.

   4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

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

   1. List of subcontractors.
   2. Schedule of values.
   3. Contractor's construction schedule (preliminary if not final).
   4. Schedule of unit prices.
   5. Submittal schedule (preliminary if not final).
   6. List of Contractor's staff assignments.
   7. List of Contractor's principal consultants.
   10. Initial progress report.
   12. Certificates of insurance and insurance policies.

H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete. Include documentation supporting claim that the Work is substantially complete and a statement
showing an accounting of changes to the Contract Sum. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

I. Project Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted. Reference Division 1 Section “Closeout Procedures.”

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01290
SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Supplementary Conditions, and Division 0 and 1 Specifications sections shall apply to all sections of the Contract Documents, including specifications, drawings, addenda, or other changes of documents issued for bidding/construction.

1.2 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
1. Coordination.
2. Administrative and supervisory personnel.
3. Project meetings.
4. Requests for Interpretation (RFIs).

B. Related Sections include the following:
1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
2. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.2 DEFINITIONS

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

1.3 COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications and required to execute the Work to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.
4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and Owner's operations to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

1.4 SUBMITTALS

A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
   a. Indicate functional and spatial relationships of components of existing architectural, mechanical, or electrical systems.
      1) At locations of tight spaces, include lighting layout in coordination drawings.
2. Sheet Size: At least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
3. Number of Copies: Submit three opaque copies of each submittal. Architect will return one copy.
   a. Include a copy in operation and maintenance manuals

B. Key Personnel Names: Within 7 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project. Submit electronically via e-mail.
1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.5 MEETINGS, GENERAL

A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner of scheduled meeting dates and times.

2. Agenda: Prepare and distribute the agenda to all invited attendees at least 2 days prior to meeting.

3. Minutes: Record significant discussions and agreements achieved at preconstruction and regular progress meetings. Distribute the meeting minutes to Owner, Architect, and other parties within 3 days of the meeting.

B.

Preconstruction Conference: Schedule with concurrence of the Owner a preconstruction conference before starting construction, at a time convenient to Owner, but no later than 10 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of Owner and the Owner's consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Discuss items of significance that could affect progress, including the following:
   a. Tentative construction schedule.
   b. Phasing.
   c. Critical work sequencing and long-lead items.
   d. Designation of key personnel and their duties.
   e. Procedures for processing field decisions (field reports), PR's, CCD's, DCN's and Change Orders.
   f. Procedures for RFIs.
   g. Procedures for testing and inspecting.
   h. Procedures for processing Applications for Payment.
   i. Distribution of the Contract Documents.
   j. Submittal procedures.
   k. Preparation of Record Documents.
   l. Use of the premises and existing building.
   m. Work restrictions.
   n. Owner's occupancy requirements.
   o. Responsibility for temporary facilities and controls.
   q. Parking availability.
   r. Office, work, and storage areas.
   s. Equipment deliveries and priorities.
   t. First aid.
   u. Security and tool control.
   v. Progress cleaning.
   w. Working hours.
   x. Safety.
   y. Permits.
   z. Discussion of regular meeting days and time/site visit schedule.
C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
   1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Owner of scheduled meeting dates.
   2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
      b. Options.
      c. Related RFIs.
      d. Related Change Orders.
      e. Purchases.
      f. Deliveries.
      g. Submittals.
      h. Possible conflicts.
      i. Compatibility problems.
      j. Time schedules.
      k. Manufacturer's written recommendations.
      l. Warranty requirements.
      m. Compatibility of materials.
      n. Acceptability of substrates.
      o. Temporary facilities and controls.
      p. Space and access limitations.
      q. Regulations of authorities having jurisdiction.
      r. Testing and inspecting requirements.
      s. Installation procedures.
      t. Coordination with other work.
      u. Required performance results.
      v. Protection of adjacent work.
      w. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
6. Inform Owner if any discussion of coordination items at the pre-installation meeting is in conflict with the Contract Documents. It is assumed, without this notice that the Work, after discussion of the items at the meeting, will be in accordance with the Contract Documents.

D. Progress Meetings: Conduct progress meetings as a minimum once monthly. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Owner, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
   a. Contractor’s Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor’s Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      1) Review schedule for next period. Include critical path updates as well as a regular three-week look ahead short term schedule.
   b. Review present and future needs of each entity present, including the following:
      1) Interface requirements.
      2) Sequence of operations.
      3) Status of submittals.
      4) Deliveries.
      5) Off-site fabrication.
      6) Access.
      7) Site utilization.
      8) Temporary facilities and controls.
      9) Work hours.
      10) Hazards and risks.
      11) Progress cleaning.
      12) Quality and work standards.
      13) Status of correction of deficient items.
      14) Field observations.
      15) RFIs.
      16) Status of proposal requests.
      17) Pending changes.
      18) Status of Change Orders.
      19) Pending claims and disputes.
      20) Documentation of information for payment requests, and dates of review for pay requests/pay application.
      21) On site Owner issues/Community issues.

3. Reporting: Record and distribute significant discussions and meeting results to everyone in attendance and to others affected by decisions or actions resulting from each meeting. Include action items and date assignments for outstanding items that are critical to maintaining the schedule.

4. Items and agreements achieved in the Meeting minutes need not be recorded in any other correspondence.

5. Conduct coordination meetings with Owner and Subcontractors that are deemed necessary separately from progress meetings, unless agreed upon in advance by all regular attendees.

01310 - 5

11/18/2010
6. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

7. Location: Contractor is to provide adequate space within his temporary site office to hold construction meetings, with table(s) and chairs in sufficient quantity to allow all attendees to be seated.

1.6 REQUESTS FOR INTERPRETATION (RFI's)

A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
   1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
   2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
   3. Construction Progress Meetings: If during the course of a scheduled construction progress meeting, a question is raised and resolved at the meeting, the resolution of the issue shall be recorded in the meeting minutes and shall be considered formal direction to proceed under that course of action. The Owner will not issue a separate document echoing that direction, nor shall the Contractor issue a confirming RFI. If the Contractor believes that the direction results in a change in the contract sum or schedule, he shall submit a proposal for consideration by the Owner as stipulated elsewhere in this Section.
      a. Reference Division 1 section "Progress Management and Coordination."

B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
   1. Project name.
   2. Date.
   3. Name of Contractor.
   4. Name of Owner.
   5. Name of Architect.
   6. RFI number, numbered sequentially.
   7. Specification Section number and title and related paragraphs, as appropriate.
   8. Drawing number and detail references, as appropriate.
   9. Field dimensions and conditions, as appropriate.
   10. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
   11. Contractor's signature.
   12. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
      a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
C. Software-Generated RFIs: Submit software-generated form with content as indicated above.
   1. Submit on an electronic form on Contactor’s form as reviewed and approved by Owner. Provide electronic RFI’s in Microsoft "Word" or "Excel" format that allows for electronic response. Format shall generally follow the attached form that follows this section.
   2. Attachments shall be electronic files in Adobe Acrobat PDF format.

D. Owner’s Action: Owner, or at the Owner’s discretion, the Architect, will review each RFI, determine action required, and return it. Allow seven working days for Owner’s response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
   1. The following RFIs will be returned without action:
      a. Requests for approval of submittals.
      b. Requests for approval of substitutions.
      c. Requests for coordination information already indicated in the Contract Documents.
      d. Requests for adjustments in the Contract Time or the Contract Sum.
      e. Requests for interpretation of Owner’s or Architect’s actions on submittals.
      f. Incomplete RFIs or RFIs with numerous errors.
   2. Owner’s action may include a request for additional information, in which case Owner’s time for response will start again.
   3. Owner’s action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
      a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Owner in writing within 7 days of receipt of the RFI response.

E. On receipt of Owner’s or Architect’s action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Owner within seven days if Contractor disagrees with response.

F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Software log with not less than the following:
   1. Project name.
   2. Name and address of Contractor.
   3. Name and address of Owner.
   4. RFI number including RFIs that were dropped and not submitted.
   5. RFI description.
   6. Date the RFI was submitted.
   7. Date Owner’s or Architect’s response was received.

END OF SECTION 01310

01310 - 7 11/18/2010
SECTION 01320 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Supplementary Conditions, and Division 0 and 1 Specifications sections shall apply to all sections of the Contract Documents, including specifications, drawings, addenda, or other changes of documents issued for bidding/construction.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
   1. Contractor's Construction Schedule.
   2. Submittals Schedule.
   3. Daily construction reports.
   4. Field condition reports.

B. See Division 01 Section "Payment Procedures" for submitting the Schedule of Values.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
   1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
   2. Predecessor Activity: An activity that precedes another activity in the network.
   3. Successor Activity: An activity that follows another activity in the network.

B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

D. Float: The measure of leeway in starting and completing an activity.
   1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to
both parties as needed to meet schedule milestones and Contract completion date.

E. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.

F. Major Area: A story of construction, a separate building, or a similar significant construction element.

1.4 SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:
   1. PDF electronic file; provide paper copies as indicated.

B. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
   1. Scheduled date for first submittal.
   2. Specification Section number and title.
   3. Submittal category (action or informational).
   4. Name of subcontractor.
   5. Description of the Work covered.
   6. Scheduled date for Owner's final release or approval.

C. Contractor's Construction Schedule: Submit three opaque copies of initial schedule, large enough to show entire schedule for entire construction period; submit three additional opaque copies on 8-1/2 x 11 inch format.
   1. Submit an electronic copy of schedule as a pdf. file, using software indicated, on CD-R, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.

D. Daily Construction Reports: Submit two copies at bi-weekly intervals.

E. Field Condition Reports: Submit two copies at time of discovery of differing conditions.

1.5 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
   1. Secure time commitments for performing critical elements of the Work from parties involved.
   2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

01320 - 2  11/18/2010
PART 2 – PRODUCTS

2.1 SUBMITTALS SCHEDULE

A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
   1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
   2. Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Format: Use Microsoft Project to prepare schedules.

B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
   1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

C. Activities: Treat each phase work area as a separate numbered activity for each principal element of the Work. Comply with the following:
   1. Activity Duration: Define activities so no activity is longer than 14 days, unless specifically allowed by Owner.
   2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 30 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
   4. Startup and Testing Time: Include not less than 1 day per work phase for reinstalled plumbing fixtures testing.
   5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Owner's administrative procedures necessary for certification of Substantial Completion.

D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
   1. Phasing: Arrange list of activities on schedule by phase.
   2. Work Restrictions: Show the effect of the following items on the schedule:
      a. Limitations of continued occupancies within the jail building.
      b. Uninterruptible services.
c. Partial occupancy before Substantial Completion.
d. Use of premises restrictions.
e. Environmental control.

4. Work Stages: Indicate important stages of construction for each major portion of the Work.

E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.

F. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 10 days of date established for the Notice to Proceed. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.
2. Establish procedures for monitoring and updating schedule and for reporting progress.
3. Use "one workday" as the unit of time. Include list of nonworking days and holidays incorporated into the schedule or as communicated to Owner.
4. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
   a. Preparation and processing of submittals.
   b. Mobilization and demobilization.
   c. Purchase of materials.
   d. Delivery.
   e. Fabrication.
   f. Utility interruptions.
   g. Installation.
   h. Testing.
5. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.

2.4 REPORTS
A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
   1. List of subcontractors at Project site.
   2. Equipment at Project site.
   3. Material deliveries.
   4. High and low temperatures and general weather conditions.
   5. Accidents.
   7. Meter readings and similar recordings.
   8. Orders and requests of authorities having jurisdiction.
   9. Services connected and disconnected.
  10. Equipment or system tests and startups.

B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 – EXECUTION

3.1 CONTRACTOR’S CONSTRUCTION SCHEDULE

A. Contractor’s Construction Schedule Updating: At weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule before each regularly scheduled progress meeting.
   1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
   2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
   3. As the Work progresses, indicate Actual Completion percentage for each activity.

B. Distribution: Distribute copies of approved schedule to Owner, Architect, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
   1. Post copies in Project meeting rooms and temporary field offices.
   2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01320

01320 - 5

11/18/2010
SECTION 01330 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Supplementary Conditions, and Division 0 and 1 Specifications sections shall apply to all sections of the Contract Documents, including specifications, drawings, addenda, or other changes of documents issued for bidding/construction.

1.2 SUMMARY

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

B. Related Sections:
   Division 1 Section "Payment Procedures" for submitting Applications for Payment.
   Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
   Division 1 Section "Quality Control" for scheduling and participating in special tests and inspections.
   Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
   Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action.

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.4 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS
A. Architect's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
   a. Architect and Owner reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal. Resubmittal Review: Allow 10 days for review of each resubmittal.

D. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.
   1. Indicate name of firm or entity that prepared each submittal on label or title block.
   2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect and Owner.
   3. Include the following information for processing and recording action taken:
      a. Project name.
      b. Date.
      c. Name of Architect.
      d. Name of Contractor.
      e. Name of subcontractor.
      f. Name of supplier.
      g. Name of manufacturer.
      h. Submittal number or other unique identifier, including revision identifier.
      1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 09600.01.A).
i. Number and title of appropriate Specification Section.

j. Drawing number and detail references, as appropriate.

k. Location(s) where product is to be installed, as appropriate.

l. Other necessary identification.

E. Identification and Information: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file with links enabling navigation to each item.

2. Name file with submittal number or other unique identifier, including revision identifier.
   a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., YCCCSR-09800.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., YCCCSR-061000.01.A).

3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.

4. Include the following information on an inserted cover sheet:
   a. Project name.
   b. Date.
   c. Name and address of Architect.
   d. Name of Construction Manager.
   e. Name of Contractor.
   f. Name of firm or entity that prepared submittal.
   g. Name of subcontractor.
   h. Name of supplier.
   i. Name of manufacturer.
   j. Number and title of appropriate Specification Section.
   k. Drawing number and detail references, as appropriate.
   l. Location(s) where product is to be installed, as appropriate.
   m. Related physical samples submitted directly.
   n. Other necessary identification.

F. Options: Identify options requiring selection by the Architect.

G. Deviations: Identify deviations from the Contract Documents on submittals.

H. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect or Owner observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.

I. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor.

1. Transmittal Form: Use Contractor's form as reviewed and approved by the Owner.

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

J. Resubmittals: Make resubmittals in same form and number of copies as initial submittal. Note date and content of previous submittal. Note date and content of revision in label or title block and clearly indicate extent of revision. Resubmit submittals until they are marked with approval notation from Architect’s action stamp.

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

L. Use for Construction: Use only final submittals that are marked with approval notation from Architect’s action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements:
   1. Submit electronic submittals via email as PDF electronic files.
      a. Architect, through Owner, will return annotated file. Annotate and retain
         one copy of file as an electronic Project record document file.
   2. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section “Closeout Procedures.”
   3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
      a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
      b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
   1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
   2. Mark each copy of each submittal to show which products and options are applicable.
   3. Include the following information, as applicable:
      a. Manufacturer's catalog cuts.
      b. Manufacturer's product specifications.
      c. Standard color charts.
      d. Statement of compliance with specified referenced standards.
e. Testing by recognized testing agency.

f. Application of testing agency labels and seals.

g. Notation of coordination requirements.

h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:
   a. Wiring diagrams showing factory-installed wiring.
   b. Printed performance curves.
   c. Operational range diagrams.
   d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before or concurrent with Samples.

6. Submit Product Data in the following format:
   a. PDF electronic file, editable format.

C. Shop Drawings: Where required elsewhere in the specifications, prepare project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents.
   Include the following information, as applicable:
   a. Identification of products.
   b. Schedules.
   c. Compliance with specified standards.
   d. Notation of coordination requirements.
   e. Notation of dimensions established by field measurement.
   f. Relationship and attachment to adjoining construction clearly indicated.
   g. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 42 inches (750 by 1067 mm).

3. Submit Shop Drawings in the following format:
   a. PDF electronic file, editable format.

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

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

2. Identification: Attach label on unexposed side of Samples that includes the following:
   a. Generic description of Sample.
   b. Product name and name of manufacturer.
   c. Sample source.
   d. Number and title of applicable Specification Section.

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

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

5. Samples for Initial Selection or for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
   a. Number of Samples: Submit three sets of Samples. Owner will retain one Sample sets; remainder will be returned.
      1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
   1. Submit product schedule in the following format:
      a. PDF electronic file, editable format.

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

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

H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."

I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A.
   1. Submit subcontract list in the following format:
      a. PDF electronic file.
J. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

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

L. Welding Certificates: As applicable to the project, prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.

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

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

O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

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

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

S. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.

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

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

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

W. Field Test Reports: Cooperate with the Owner's separate special inspection and testing consultant in the preparation of results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

X. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

Y. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."

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

3.2 ARCHITECT'S ACTION

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

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

C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
D. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

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

END OF SECTION 01330
SECTION 01400 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Supplementary Conditions, and Division 0 and 1 Specifications sections shall apply to all sections of the Contract Documents, including specifications, drawings, addenda, or other changes of documents issued for bidding/construction.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.

2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

C. See Divisions 2 through 16 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review
construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.

D. Laboratory Mockups: Full-size, physical assemblies that are constructed at testing facility to verify performance characteristics.

E. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

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

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

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

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

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

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

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

1.4 CONFLICTING REQUIREMENTS

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Owner / Architect for a decision before proceeding.
B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 SUBMITTALS

A. Schedule of Special Inspections and Testing Requirements

1. The Contractor shall submit a schedule of anticipated special inspections and material tests required for the work of the project. The schedule shall include the specification section involved, the anticipated date(s) of the inspection and/or test, and the specific material(s) to be inspected or tested.

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

C. Reports: Prepare and submit certified written reports that include the following:

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

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

1.6 QUALITY ASSURANCE

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

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

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

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

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

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

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

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

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

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

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

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.

2. Notify Architect five (5) working days in advance of dates and times when mockups will be constructed.

3. Demonstrate the proposed range of aesthetic effects and workmanship.

4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.

5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.

6. Demolish and remove mockups when directed, unless otherwise indicated.

J. Laboratory Mockups: Comply with requirements of pre-construction testing and those specified in individual Sections in Divisions 2 through 16.

1.7 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.

2. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
   
a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.

3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures."

D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.


1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.

2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.

3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.

4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.

5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.

6. Do not perform any duties of Contractor.
F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.8 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect / Owner and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.

6. Retesting and re-inspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.

2. Comply with the Contract Document requirements for Division 2 Section "Cutting and Patching."

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

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

END OF SECTION 01400
SECTION 01420 - REFERENCES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Supplementary Conditions, and Division 0 and 1 Specifications sections shall apply to all sections of the Contract Documents, including specifications, drawings, addenda, or other changes of documents issued for bidding/construction.

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

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

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

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

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

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

AA Aluminum Association, Inc. (The)
AAADM American Association of Automatic Door Manufacturers
AABC Associated Air Balance Council
AAMA American Architectural Manufacturers Association
AASHTO American Association of State Highway and Transportation Officials
AATCC American Association of Textile Chemists and Colorists
ABAA Air Barrier Association of America
ABMA American Bearing Manufacturers Association
ACI American Concrete Institute
ACPA American Concrete Pipe Association
AEIC American of Edison Illuminating Companies, Inc. (The)
<table>
<thead>
<tr>
<th>Acronym</th>
<th>Full Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>AF&amp;PA</td>
<td>American Forest &amp; Paper Association</td>
</tr>
<tr>
<td>AGA</td>
<td>American Gas Association</td>
</tr>
<tr>
<td>AGC</td>
<td>Associated General Contractors of America (The)</td>
</tr>
<tr>
<td>AHA</td>
<td>American Hardboard Association (Now part of CPA)</td>
</tr>
<tr>
<td>AHAM</td>
<td>Association of Home Appliance Manufacturers</td>
</tr>
<tr>
<td>AI</td>
<td>Asphalt Institute</td>
</tr>
<tr>
<td>AIA</td>
<td>American Institute of Architects (The)</td>
</tr>
<tr>
<td>AISC</td>
<td>American Institute of Steel Construction</td>
</tr>
<tr>
<td>AISI</td>
<td>American Iron and Steel Institute</td>
</tr>
<tr>
<td>AITC</td>
<td>American Institute of Timber Construction</td>
</tr>
<tr>
<td>ALCA</td>
<td>Associated Landscape Contractors of America (Now PLANET- Professional Landcare Network)</td>
</tr>
<tr>
<td>ALSA</td>
<td>American Standard Lumber Committee, Inc.</td>
</tr>
<tr>
<td>AMCA</td>
<td>Air Movement and Control Association International, Inc.</td>
</tr>
<tr>
<td>ANSI</td>
<td>American National Standards Institute</td>
</tr>
<tr>
<td>API</td>
<td>American Petroleum Institute</td>
</tr>
<tr>
<td>ARI</td>
<td>Air-Conditioning &amp; Refrigeration Institute</td>
</tr>
<tr>
<td>ARMA</td>
<td>Asphalt Roofing Manufacturers Association</td>
</tr>
<tr>
<td>ASCE</td>
<td>American Society of Civil Engineers</td>
</tr>
<tr>
<td>ASCE/SEI</td>
<td>American Society of Civil/Structural Engineering Institute (See ASCE)</td>
</tr>
<tr>
<td>ASHRAE</td>
<td>American Society of Heating, Refrigeration and Air-Conditioning Engineers</td>
</tr>
<tr>
<td>ASME</td>
<td>American Society of Mechanical Engineers International</td>
</tr>
<tr>
<td>ASTM</td>
<td>American Society for Testing and Materials International</td>
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<tr>
<td>AWCI</td>
<td>Association of the Wall and Ceiling Industry</td>
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<tr>
<td>Abbreviation</td>
<td>Full Name</td>
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<td>--------------</td>
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<tr>
<td>AWS</td>
<td>American Welding Society</td>
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<tr>
<td>AWWA</td>
<td>American Water Works Association</td>
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<tr>
<td>BHMA</td>
<td>Builders Hardware Manufacturers Association</td>
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<tr>
<td>CGA</td>
<td>Compressed Gas Association</td>
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<tr>
<td>CIMA</td>
<td>Cellulose Insulation Manufacturers Association</td>
</tr>
<tr>
<td>CISCA</td>
<td>Ceilings and Interior Systems Construction Association</td>
</tr>
<tr>
<td>CISPI</td>
<td>Cast Iron Soil Pipe Institute</td>
</tr>
<tr>
<td>CLFMI</td>
<td>Chain Link Fence Manufacturers Institute</td>
</tr>
<tr>
<td>CRRC</td>
<td>Cool Roof Rating Council</td>
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<tr>
<td>CPPA</td>
<td>Corrugated Polyethylene Pipe Association</td>
</tr>
<tr>
<td>CRSI</td>
<td>Concrete Reinforcing Steel Institute</td>
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<tr>
<td>CSA</td>
<td>Canadian Standards Association</td>
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<tr>
<td>CSI</td>
<td>Construction Specifications Institute (The)</td>
</tr>
<tr>
<td>CTI</td>
<td>Cooling Technology Institute (formerly: Cooling Tower Institute)</td>
</tr>
<tr>
<td>DHI</td>
<td>Door &amp; Hardware Institute</td>
</tr>
<tr>
<td>EJCDC</td>
<td>Engineers Joint Contract Documents Committee</td>
</tr>
<tr>
<td>EJMA</td>
<td>Expansion Joint Manufacturers Association, Inc.</td>
</tr>
<tr>
<td>FSA</td>
<td>Fluid Sealing Association</td>
</tr>
<tr>
<td>GA</td>
<td>Gypsum Association</td>
</tr>
<tr>
<td>GANA</td>
<td>Glass Association of North America</td>
</tr>
<tr>
<td>HI</td>
<td>Hydronics Institute</td>
</tr>
<tr>
<td>HMMA</td>
<td>Hollow Metal Manufacturers Association (Part of NAAMM)</td>
</tr>
<tr>
<td>HPW</td>
<td>H. P. White Laboratory, Inc.</td>
</tr>
<tr>
<td>IAS</td>
<td>International Approval Services (Now CSA International)</td>
</tr>
<tr>
<td>ICEA</td>
<td>Insulated Cable Engineers Association, Inc.</td>
</tr>
<tr>
<td>Abbreviation</td>
<td>Full Name</td>
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<tr>
<td>ICRI</td>
<td>International Concrete Repair Institute, Inc.</td>
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<tr>
<td>IEEE</td>
<td>Institute of Electrical and Electronics Engineers, Inc. (The)</td>
</tr>
<tr>
<td>IESNA</td>
<td>Illuminating Engineering Society of North America</td>
</tr>
<tr>
<td>ISO</td>
<td>International Organization for Standardization (Available from ANSI)</td>
</tr>
<tr>
<td>ITU</td>
<td>International Telecommunication Union</td>
</tr>
<tr>
<td>LPI</td>
<td>Lighting Protection Institute</td>
</tr>
<tr>
<td>MBMA</td>
<td>Metal Building Manufacturers Association</td>
</tr>
<tr>
<td>MFMA</td>
<td>Metal Framing Manufacturers Association, Inc.</td>
</tr>
<tr>
<td>MH</td>
<td>Material Handling (Now MHIA)</td>
</tr>
<tr>
<td>MHIA</td>
<td>Material Handling Industry of America</td>
</tr>
<tr>
<td>MSS</td>
<td>Manufacturers Standardization Society of the Valve and Fittings Industry, Inc.</td>
</tr>
<tr>
<td>NAAMM</td>
<td>National Association of Architectural Metal Manufacturers</td>
</tr>
<tr>
<td>NACE</td>
<td>National Association of Corrosion Engineers International</td>
</tr>
<tr>
<td>NADCA</td>
<td>National Air Duct Cleaners Association</td>
</tr>
<tr>
<td>NAIMA</td>
<td>North American Insulation Manufacturers Association</td>
</tr>
<tr>
<td>NCMA</td>
<td>National Concrete Masonry Association</td>
</tr>
<tr>
<td>NCPI</td>
<td>National Clay Pipe Institute</td>
</tr>
<tr>
<td>NCTA</td>
<td>National Cable &amp; Telecommunications Association</td>
</tr>
<tr>
<td>NEBB</td>
<td>National Environmental Balancing Bureau</td>
</tr>
<tr>
<td>NECA</td>
<td>National Electrical Contractors Association</td>
</tr>
<tr>
<td>NEMA</td>
<td>National Electrical Manufacturers Association</td>
</tr>
<tr>
<td>NETA</td>
<td>International Electrical Testing Association</td>
</tr>
<tr>
<td>NFPA</td>
<td>National Fire Protection Association</td>
</tr>
<tr>
<td>NRCA</td>
<td>National Roofing Contractors Association</td>
</tr>
</tbody>
</table>
Yakima County Corrections Center
Showers Repair
Project No. PW10-019
ART Project No. 1006

NRMCA  National Ready Mixed Concrete Association
NSF    National Sanitation Foundation International
PDI    Plumbing & Drainage Institute
PGI    PVC Geomembrane Institute
SDI    Steel Deck Institute
SDI    Steel Door Institute
SEI/ASCE Structural Engineering Institute/American Society of Civil Engineers (See ASCE)
SIA    Security Industry Association
SJI    Steel Joist Institute
SMACNA Sheet Metal and Air-Conditioning Contractors’ National Association
SPRI   Single Ply Roofing Industry
SSINA  Specialty Steel Industry of North America
SSPC  Society for Protective Coatings (The)
STI    Steel Tank Institute
SWRI   Sealant, Waterproofing & Restoration Institute
UL     Underwriters Laboratories Inc.
UNI    Uni-Bell PVC Pipe Association
USGBC  U. S. Green Building Council

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

IAPMO  International Association of Plumbing and Mechanical Officials
ICC    International Code Council

01420 - 6    11/18/2010
D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CPSC  Consumer Product Safety Commission
DOC  Department of Commerce
DOE  Department of Energy
EPA  Environmental Protection Agency
FDA  Food and Drug Administration
GSA  General Services Administration
NIST  National Institute of Standards and Technology
OSHA  Occupational Safety & Health Administration
PHS  Office of Public Health and Science

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ABA  Architectural Barriers Act
ADA  Americans with Disabilities Act
FED-STD  Federal Standard
FS  Federal Specification (Available from Department of Defense Single Stock Point)
F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01420
SECTION 01500 - TEMPORARY FACILITIES

PART 1 - GENERAL:

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of the Contract, including General Conditions and Supplementary Conditions, and Division 0 and 1 Specifications sections shall apply to all sections of the Contract Documents, including specifications, drawings, addenda, or other changes of documents issued for bidding/construction.

1.2 SUMMARY:

A. This Section specifies requirements for temporary service and facilities, including utilities, construction and support facilities, security and protection.

1. Temporary utilities required include but are not limited to: Water service and distribution, electric power and light, telephone, and high speed data service.

2. Temporary construction and support facilities required include but are not limited to: temporary heat/cooling, field offices and storage sheds, temporary roads and paving, sanitary facilities, potable drinking water, temporary enclosures, temporary project identification signs and bulletin boards, waste disposal services, construction aids, and miscellaneous services and facilities.

3. Security and protection facilities required include but are not limited to: temporary fire protection, barricades, warning signs, lights, enclosure fence for the site, and environmental protection.

1.3 RELATED WORK SPECIFIED ELSEWHERE:

A. Section 02070 – Selective Demolition

1.4 QUALITY ASSURANCE:

A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to: Building Code requirements, health and safety regulations, utility company regulations, Police and Fire Department rules, and environmental protection regulations.


C. Inspections: Arrange for authorities having jurisdiction to inspect and test each
temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS:

A. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous, dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.

B. Provide traffic control systems to prevent Owner/occupant/visitor intrusions into work areas, which may pose a safety liability or may endanger quality control. Correct all damage due to such intrusions at no additional cost to the Owner.

C. Protect existing finished surfaces from injury until completion/acceptance.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION:

3.1 INSTALLATION:

A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project for each phase or work area adequately and result in minimum interference with performance of the work and Owner's use and occupancy of the premises. Relocate and modify facilities as required.

3.2 FIELD OFFICE:

A. Provide office space for joint use of construction staff personnel.

B. Provide separate office space for the Owner's project manager and Architect's use. This office space may be provided in the same portable structure as the Contractor's office space, provided space is separated by a lockable door from the Contractor's office space. Remove from site upon completion of the project or when directed.

1. Space: Provide room with floor raised above ground, with door and lock. Equip room with plan table, desk, stools and other furnishings as required or as directed.

2. Utilities: Provide adequate heating/cooling, light, and power services. Include janitorial services on a regular basis.

3.3 TEMPORARY UTILITY INSTALLATION:

A. Use Charges:

1. All service or use charges for temporary utilities are to be paid by the Contractor, and shall not be chargeable to the Owner or Architect, and will not be accepted as a basis of claims for a Change Order.
B. Water Service: The Owner will provide a temporary water service for use by the Contractor. Contractor must supply all hoses or other distribution devices.

C. Temporary Electric Power Service: The Owner will provide temporary electrical service for use by the Contractor. The Contractor shall coordinate with the Owner for obtaining temporary power provisions.

D. Temporary Telephones: Provide temporary telephone service in the form of telephones installed on the construction sites. A telephone or cell phone (at the Contractor's option) separate from the Contractor's telephone is to be provided for the Architect's and Owner's project manager's use within their temporary site office. Telephones or cellular phones must have a local prefix.

E. Fax Service: Provide fax communication equipment and dedicated telephone line service on site for the Contractor's use.

3.4 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION:

A. Sanitary facilities: Provide sanitary facilities including temporary toilets, wash facilities and drinking water facilities, complying with regulations of the State Board of Health governing sanitation of places of work and other agencies having jurisdiction. Install in locations which will best serve project's needs.

B. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 degrees F. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.

1. Refer to Section 01741 for waste management and recycling requirements.

3.6 SECURITY AND PROTECTION FACILITIES INSTALLATION:

A. Temporary Fire Protection: Comply with the rules and regulations of the authorities having jurisdiction.

B. Barricades, Warning Signs and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights.

C. Temporary Enclosure Fences: Provide enclosure fences to prevent inmates from entering site staging areas. Coordinate placement with Owner to avoid interference with the Owner's ongoing jail operations.
Yakima County Corrections Center
Showers Repair
Project No. PW10-019
ART Project No. 1006

D. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.7 ON-SITE STORAGE:
A. The Contractor shall restrict storage of construction materials, equipment, and tools on site to within his designated staging area. Within the jail facility, storage of materials, equipment, and tools shall be restricted to the specific work phase underway. Storage of materials, equipment, and tools elsewhere within the jail building will be strictly forbidden, except as otherwise approved by corrections staff and the Owner’s Project Manager.

3.8 OPERATION, TERMINATION AND REMOVAL:
A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

B. Maintenance: Maintain facilities in good operating condition.

C. Termination and Removal: Remove each temporary facility when the need for use has ended.

3.9 SITE RESTORATION
A. The Contractor shall restore that portion of the site designated for his use to its original condition prior to award of contract.

B. Repair damaged Work, clean exposed surface and replace construction that cannot be satisfactorily repaired.

END OF SECTION 01500
SECTION 01600 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Supplementary Conditions, and Division 0 and 1 Specifications sections shall apply to all sections of the Contract Documents, including specifications, drawings, addenda, or other changes of documents issued for bidding/construction.

1.2 SUMMARY

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

B. Related Section:
   1. Division 1 Section “Substitution Procedures” for substitution requirements.
   2. Division 1 Section “Quality Control” for Submittal of manufacturers' certificates.
   3. Division 1 Section “Closeout Procedures” for submitting warranties for contract closeout.
   4. Division 1 Section “Operation and Maintenance Data” for requirements for product data accompanying operation and maintenance submittals.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product: A designation on the Documents in which a specific manufacturer’s product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the documents.
1.4 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Drawing numbers and titles.
   1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 14 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
      a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
      b. Use product specified if Owner or Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

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

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

1.7 PRODUCT WARRANTIES

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

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Drawings, prepare a written document using indicated form properly executed.
3. Refer to the Drawings for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

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

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

B. Product Selection Procedures:

1. Product: Where Drawings name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Drawings name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:
   a. Nonrestricted List: Where Documents include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

4. Manufacturers:
   a. Nonrestricted List: Where Drawings include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

5. Basis-of-Design Product: Where products are indicated on Drawings, and include individual manufacturers or a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Selection Specification: Where Drawings include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
   1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
   2. Detailed comparison of significant qualities of proposed product with those named in the Documents. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
   3. Evidence that proposed product provides specified warranty.
   4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
   5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01600
SECTION 01730 – EXECUTION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Supplementary Conditions, and Division 0 and 1 Specifications sections shall apply to all sections of the Contract Documents, including specifications, drawings, addenda, or other changes of documents issued for bidding/construction.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
   2. Installation of the Work.
   3. Cutting and patching.
   4. Coordination of Owner-installed products.
   5. Progress cleaning.
   6. Starting and adjusting.
   7. Protection of installed construction.
   8. Correction of the Work.

B. Related Requirements:
   1. Division 01 Section "Summary" for limits on use of Project site.
   2. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
   3. Division 07 Section "Penetration Firestopping" for patching penetrations in fire-rated construction.

1.3 INFORMATIONAL SUBMITTALS

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

1.4 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
   1. Structural Elements: When cutting and patching structural elements, notify Owner of locations and details of cutting and await directions from Owner before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
   2. 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. Other Construction Elements: Do not cut and patch other construction elements or 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.
Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

PART 2 - PRODUCTS

2.1 MATERIALS

A. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
Examine walls, floors, and ceilings for suitable conditions where products and systems are to be installed. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility
appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

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

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

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Project Management and Coordination."

3.3 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated. Make vertical work plumb and make horizontal work level. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.

B. Comply with manufacturer’s written instructions and recommendations for installing products in applications indicated.

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

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Owner. Allow for
building movement, including thermal expansion and contraction. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

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

3.4 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay. 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. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.

D. 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.

E. Adjacent Occupied Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

F. 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 prevent interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chopping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum 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: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

4. 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.

5. Proceed with patching after construction operations requiring cutting are complete.
H. 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 practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
   1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical 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 minimize evidence of patching and refinishing.
   3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
   4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an evenplane surface of uniform appearance.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
   2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
   3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

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

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
   1. Remove liquid spills promptly.
   2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

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

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Refer to Division 1 Section for Waste Management and Disposal.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

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

3.6 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

3.7 PROTECTION OF INSTALLED CONSTRUCTION

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

B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 01730
SECTION 01741 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Supplementary Conditions, and Division 0 and 1 Specifications sections shall apply to all sections of the Contract Documents, including specifications, drawings, addenda, or other changes of documents issued for bidding/construction.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:
   1. Recycling nonhazardous demolition and construction waste.
   2. Disposing of nonhazardous demolition and construction waste.

B. Related Requirements:
   1. Divisions 01 and 02 Sections "Waste Management and Disposal" and "Selective Demolition" respectively for disposition of waste resulting from partial demolition of structures and equipment, and for disposition of hazardous waste.

1.2 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

1.3 WASTE MANAGEMENT PLAN

A. General: Develop a waste management plan according to ASTM E 1609 and requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.

B. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total
quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.

C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

3.2 RECYCLING WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
   1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
      a. Inspect containers and bins for contamination and remove contaminated materials if found.
   2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
   3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
   4. Store components off the ground and protect from the weather.
   5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

3.3 RECYCLING CONSTRUCTION WASTE

A. Packaging:
   1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
   3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

3.4 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
   1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
   2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 01741
SECTION 01770 - CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Supplementary Conditions, and Division 0 and 1 Specifications sections shall apply to all sections of the Contract Documents, including specifications, drawings, addenda, or other changes of documents issued for bidding/construction.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
   1. Substantial Completion procedures.
   2. Final completion procedures.
   3. Warranties.
   4. Final cleaning.

B. Related Sections:
   1. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
   2. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
   3. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.

1.2 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
   1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
   2. Advise Owner of pending insurance changeover requirements.
   3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
   4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
   5. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
   6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer’s name and model number where applicable.
   7. Complete startup testing of systems.
   8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
10. Complete final cleaning requirements, including touchup painting.
11. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Owner, that must be completed or corrected before certificate will be issued.
   1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
   2. Results of completed inspection will form the basis of requirements for final completion.

1.3 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
   1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
   2. Submit certified copy of Owner's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Owner. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
   3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
   4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
   1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
   1. Organize list of spaces in sequential order, starting with exterior areas first.
   2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
   3. Submit list of incomplete items in the following format:
      a. PDF electronic file.
1.5 Warranties

A. Submittal Time: Submit written warranties on request of Owner for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
   1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
   2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of installer.
   3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
   4. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
   1. Use cleaning products that meet Green Seal GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.
   2. Use cleaning products inside housing units as approved by the Yakima County Department of Corrections.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for
certification of Substantial Completion for entire Project or for a portion of Project:
   a. Clean Project site, yard, and grounds, in areas disturbed by construction
      activities, including landscape development areas, of rubbish, waste material,
      litter, and other foreign substances.
   b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and
      other foreign deposits.
   c. Rake grounds that are neither planted nor paved to a smooth, even-textured
      surface.
   d. Remove tools, construction equipment, machinery, and surplus material from
      Project site.
   e. Remove snow and ice in areas occupied by the Contractor for temporary
      facilities to provide safe access to building.
   f. Clean exposed interior hard-surfaced finishes to a dirt-free condition, free of
      stains, films, and similar foreign substances. Avoid disturbing natural
      weathering of exterior surfaces. Restore reflective surfaces to their original
      condition.
   g. Remove debris and surface dust from limited access spaces, including roofs,
      plenums, shafts, trenches, equipment vaults, manholes, attics, and similar
      spaces.
   h. Sweep concrete floors broom clean in unoccupied spaces.
   i. Remove labels that are not permanent.
   j. Touch up and otherwise repair and restore marred, exposed finishes and
      surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired
      or restored or that already show evidence of repair or restoration.
         1) Do not paint over "UL" and other required labels and identification,
            including mechanical and electrical nameplates.
   k. Wipe surfaces of mechanical and electrical equipment and similar equipment.
      Remove excess lubrication, paint and mortar droppings, and other foreign
      substances.
   l. Replace parts subject to operating conditions during construction that may
      impede operation or reduce longevity.
   m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains
      resulting from water exposure.
   n. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
      Replace burned-out bulbs, and those noticeably dimmed by hours of use, and
      defective and noisy starters in fluorescent and mercury vapor fixtures to comply
      with requirements for new fixtures.
   o. Leave Project clean and ready for occupancy.

END OF SECTION 01770
SECTION 01783 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Supplementary Conditions, and Division 0 and 1 Specifications sections shall apply to all sections of the Contract Documents, including specifications, drawings, addenda, or other changes of documents issued for bidding/construction.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:
   1. Record Drawings.
   2. Record Product Data.

B. Related Sections:
   1. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:
   1. Number of Copies: Submit one set of marked-up record prints.
   2. Number of Copies: Submit copies of record Drawings as follows:
      a. Initial Submittal: Submit one paper copy set of marked-up record prints. Owner will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
      b. Final Submittal: Submit one paper copy set and one CD containing PDF electronic files of marked-up record prints. Print each Drawing, whether or not changes and additional information were recorded.

B. Record Product Data: Submit one paper copy and one CD containing annotated PDF electronic files and directories of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings.
   1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
Yakima County Corrections Center
Showers Repair
Project No. PW10-019
ART Project No. 1006

a. Give particular attention to information on concealed elements that would be
difficult to identify or measure and record later.
b. Record data as soon as possible after obtaining it.
c. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize
personnel proficient at recording graphic information in production of marked-up
record prints.

3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish
between changes for different categories of the Work at same location.

4. Note Construction Change Directive numbers, alternate numbers, Change Order
numbers, and similar identification, where applicable.

B. Format: Identify and date each record Drawing; include the designation "PROJECT
RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into
manageable sets. Bind each set with durable paper cover sheets. Include
identification on cover sheets.


3. Record Digital Data Files: Organize digital data information into separate electronic
files that correspond to each sheet of the Contract Drawings. Name each file with the
sheet identification. Include identification in each digital data file.

4. Identification: As follows:
a. Project name.
b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Owner.
e. Name of Architect.
f. Name of Contractor.

2.2 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where
installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that
cannot be readily identified and recorded later.

2. Include significant changes in the product delivered to Project site and changes in
manufacturer's written instructions for installation.

3. Note related Change Orders and record Drawings where applicable.

B. Format: Submit record Product Data as scanned PDF electronic file(s) of marked up
paper copy of Product Data.

2.3 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required for miscellaneous record keeping and
submittal in connection with actual performance of the Work. Bind or file miscellaneous
records and identify each, ready for continued use and reference.
B. Format: Submit miscellaneous record submittals as scanned PDF electronic file(s) of marked up miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Owner's reference during normal working hours.

END OF SECTION 01783
SECTION 02070 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Supplementary Conditions, and Division 0 and 1 Specifications sections shall apply to all sections of the Contract Documents, including specifications, drawings, addenda, or other changes of documents issued for bidding/construction.

B. Work for this project is shown throughout all drawings and specifications, including as modified by addenda, and inclusion of all aspects of the work is under a single contract.

1.2 SUMMARY

A. This Section includes the following:

1. Demolition and removal of selected interior portions of building, and disposal thereof offsite.

2. Salvage of existing items to be removed and reinstalled. See drawings for items noted to be salvaged and reinstalled.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated. Provide blocking and / or bracing as required for support and secure attachment. Reinstalled items shall be securely attached to surfaces unless otherwise noted.

C. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 SUBMITTALS

A. Schedule of Selective Demolition Activities: Indicate detailed sequence of selective demolition and removal work, with starting and ending dates for each activity, interruption of utility services, use of elevator and stairs, and locations of temporary partitions and means of egress.
B. Pre-demolition Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations. Comply with Division 1 Section "Photographic Documentation." Submit before Work begins.

1.5 QUALITY ASSURANCE

A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.

B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

C. Standards: Comply with ANSI A10.6 and NFPA 241.

D. Pre-demolition Conference: Conduct conference at Project site. The Owner and Architect shall be notified a minimum of five (5) working days prior to conference, for possible attendance.

1.6 PROJECT CONDITIONS

A. Owner will occupy all areas of the building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Storage or sale of removed items or materials on-site is not permitted.

E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

F. No demolished item shall be re-used in the new construction, except as otherwise noted. Written approval by the Owner/Architect must be provided for acceptance if an item is to be re-used in the project.

G. The General Contractor shall have on-site at all times during demolition activities, a qualified project foreman/supervisor. The Owner will cancel all demolition activities for the day/night at the Contractor's expense if the project foreman or supervisor is not present, on-site for all demolition activity. There will be no additional allowances or compensation for project delays as a result of negligence of responsibility of the General Contractor.

1.7 WARRANTY
A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.

D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Owner/Architect.

E. Survey of Existing Conditions: Record existing conditions by use of measured drawings and pre-construction photographs.

1. Comply with requirements specified in Division 1 Section "Photographic Documentation."

F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.

B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Arrange to shut off indicated utilities with Owner's maintenance personnel.

2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Comply with requirements for access and protection specified in Division 1 Section "Temporary Facilities and Controls."

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

3.4 SELECTIVE DEMOLITION

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.

2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations. See notes on drawings for requirement of temporary smoke exhausting. Provide Owner with a minimum of 48 hour prior notice before start of any torch cutting activity. Coordinate this activity with the Owner.

4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

5. Dispose of demolished items and materials promptly, and in a legal manner where required.

B. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.

3. Protect items from damage during transport and storage.

4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Owner/Architect, items may be removed to a suitable, protected storage location during selective demolition, cleaned, and reinstalled in their original locations after selective demolition operations are complete.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

1. Comply with requirements specified in Division 1 Section "Construction Waste Management."

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.6 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION
SECTION 05500 - METAL FABRICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General Conditions and Supplementary Conditions, and Division 0 and 1 Specifications sections shall apply to all sections of the Contract Documents, including specifications, drawings, addenda, or other changes of documents issued for bidding/construction.

1.2 DESCRIPTION OF WORK
A. Definition: Metal fabrications includes items made from iron and, shapes, plates, bars, and strips which are not a part of metal systems specified elsewhere.

B. Types of work in this section include metal fabrications for:

   - Miscellaneous metal trim
   - Flat sheet metal for wall finish

C. Related Work
   1. Section 06100 - Rough Carpentry for substrate sheathing and blocking
   2. Section 07900 - Sealants
   3. Section 09800 - Seamless Epoxy Shower Finish System for mounting wall finish

1.3 QUALITY ASSURANCE
A. Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication, where possible. Do not delay job progress; allow for trimming and fitting where taking field measurements before fabrication might delay work.

B. Shop Assembly: Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.

1.4 SUBMITTALS
A. Product Data: Submit manufacturer’s specifications, anchor details and installation instructions for products used in miscellaneous metal fabrications, including panel adhesive.
B. Shop Drawings: Submit shop drawings for fabrication and erection of miscellaneous metal fabrications. Include plans, elevations and details of sections and connections. Show anchorage and accessory items. Provide templates for anchor and bolt installation by others.

1. Where materials or fabrications are indicated to comply with certain requirements for design loadings include structural computations, material properties and other information needed for structural analysis.

C. Samples: Submit 2 sets of representative samples of materials and finished products when requested by Architect.

1. Submit fabricated sample of handicap shower wand support. If approved, sample(s) may be installed as part of completed project.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Metals

1. Metal Surfaces, General: For fabrication of miscellaneous metal work which will be exposed to view, use only materials which are smooth and free of surface blemishes including pitting, seam marks, roller marks, rolled trade names and roughness.

2. Stainless Steel Plates, Shapes and Bars: ASTM Type 304

3. Stainless Steel Shapes: Cold formed, in shapes and thicknesses as shown drawings

B. Fasteners

1. General: Provide zinc-coated fasteners for use in damp environments, unless otherwise noted. Select fasteners for the type, grade and class required. Approved security type fasteners required where shown on drawings.

2. Bolts and Nuts: Regular hexagon head type, ASTM A 307, Grade A.

3. Lag Bolts: Square head type, FS FF-B-561.


5. Wood Screws: Flat head carbon steel, FS FF-S-111.


2.2 FABRICATION, GENERAL

A. Workmanship

1. Use materials of size and thickness shown or, if not shown, of required size and thickness to produce strength and durability in finished product. Work to dimensions shown or accepted on shop drawings, using proven details of fabrication and support. Use type of materials shown or specified for various components of work.

B. Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges. Ease exposed edges to a radius of approximately 1/32" unless otherwise shown. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.

C. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners wherever possible. Use exposed fasteners of type shown or, if not shown, TORX stainless steel dome head self tapping with center pin security type screw fasteners.

1. Provide for anchorage of type shown, coordinated with supporting structure. Fabricate and space anchoring devices to provide adequate support for intended use.

2. Cut, reinforce, drill and tap miscellaneous metal work as indicated to receive finish hardware and similar items.

D. Fabricate joints which will be exposed to moisture in a manner to exclude water.

2.3 MISCELLANEOUS METAL FABRICATIONS

A. Miscellaneous Steel Trim

1. Provide shapes and sizes for profiles shown. Except as otherwise noted, fabricate units from stainless steel shapes and plates, with mitered joints and smooth exposed edges. Use concealed field splices wherever possible. Provide cutouts, fittings and anchorages as required for coordination of assembly and installation with other work.

2. Predrill trim pieces to receive domed head fasteners at fastener spacings as noted on drawings.

B. Handicap Shower Wand Holder Bracket:
1. See drawings for details of units to be fabricated.

PART 3 - EXECUTION

3.1 PREPARATION

A. Coordinate and furnish anchorages, setting drawings, diagrams, templates, instructions, and directions for installation of anchorages, such as concrete inserts, sleeves, anchor bolts and miscellaneous items having integral anchors, which are to be embedded in concrete construction. Coordinate delivery of such items to project site.

3.2 INSTALLATION

A. General

1. Fastening to In-Place Construction: Provide anchorage devises and fasteners where necessary for securing miscellaneous metal fabrications to in-place construction; including threaded fasteners for concrete and masonry inserts, toggle bolts, through-bolts, lag bolts, and other connectors as required.

2. Cutting, Fitting and Placement: Perform cutting, drilling and fitting required for installation of miscellaneous metal fabrications. Set work accurately in location, alignment and elevation, plumb, level, true and free of rack, measured from established lines and levels. Provide temporary bracing or anchors in formwork for items which are to be built into concrete, masonry or similar construction.

3. Fit exposed connections accurately together to form tight hairline joints. Weld connections which are not to be left as exposed joints, but cannot be shop welded because of shipping size limitations. Grind exposed joints smooth and touch-up shop paint coat. Do not weld, cut or abrade the surfaces of exterior units which have been hot-dip galvanized after fabrication, and are intended for bolted or screwed filed connections.

4. Screw fastener installation: Predill fastener holes through wall finish. Insert sealant into fastener holes just prior to accessory installation to assure watertight installation.

B. Adjust, Clean, and Protection

1. **Debur all exposed edges of metal fabrications.**

2. Clean all exposed stainless steel surfaces of fabrication oils and other contaminates, ready for the Owner's intended final use. Remove any exposed sealant.

3. Protect completed work until substantial completion. Remove any temporary protective covers and dispose of prior to final acceptance.
SECTION 06100 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Supplementary Conditions, and Division 0 and 1 Specifications sections shall apply to all sections of the Contract Documents, including specifications, drawings, addenda, or other changes of documents issued for bidding/construction.

1.2 SUMMARY

A. This Section includes the following:
   1. Wood blocking.
   2. Plywood subsheathing.

1.3 SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product indicated.
   1. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that materials comply with requirements.

B. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses.

C. Research/Evaluation Reports: For the following:
   1. Treated wood.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
   1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the manufacturers specified.
WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of lumber grading agencies certified by the American Lumber Standards Committee Board of Review.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. Provide dressed lumber, S4S, unless otherwise indicated.
3. Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2-inch nominal thickness or less, unless otherwise indicated.

FIRE-RETARDANT-TREATED MATERIALS

A. General: Where fire-retardant-treated materials are indicated, provide materials that comply with performance requirements in AWPA C20 (lumber) and AWPA C27 (plywood). Identify fire-retardant-treated wood with appropriate classification marking of UL, U.S. Testing, Timber Products Inspection, or another testing and inspecting agency acceptable to authorities having jurisdiction.

1. Use treatment for which chemical manufacturer publishes physical properties of treated wood after exposure to elevated temperatures, when tested by a qualified independent testing agency according to ASTM D 5664, for lumber and ASTM D 5516, for plywood.
2. Use treatment that does not promote corrosion of metal fasteners.
3. Use Interior Type A High Temperature (HT), unless otherwise indicated.

DIMENSION LUMBER

A. General: Of grades indicated according to the American Lumber Standards Committee National Grading Rule provisions of the grading agency indicated.

B. Framing: Construction, Stud, or No. 2 grade and any of the following species:

1. Douglas fir-larch, Douglas fir-larch (north), or Douglas fir-south; NLGA, WCLIB, or WWPA.
2. Hem-fir or Hem-fir (north); NLGA, WCLIB, or WWPA.
3. Southern pine; SPIB.
4. Spruce-pine-fir (south) or Spruce-pine-fir; NELMA, NLGA, WCLIB, or WWPA.

C. Pressure Treated Lumber: Provide where noted on drawings.
2.5 PLYWOOD SHEATHING
   A. Wall subsheathing: DOC PS 1, Exposure 1, C-D Plugged, fire-retardant treated, in
      thickness indicated or, if not indicated, not less than 5/8 inch thick.
      
      1. Provide fire retardant treated sheathing.

2.6 MISCELLANEOUS MATERIALS
   A. Fasteners:
      
      1. Where rough carpentry is exposed to weather, in ground contact, or in area of
         high relative humidity, provide fasteners with hot-dip zinc coating complying with
         ASTM A 153/A 153M.
      
      
      3. Screw Fasteners: Of types required for material applications. Wood screws for
         fastening to wood substrate structure or sheathing.
   B. Adhesives:
      
      1. Carpenter’s water based construction paneling adhesive of type as
         recommended by sheathing manufacturer.

PART 3 - EXECUTION

3.1 INSTALLATION
   A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut,
      and fitted. Fit rough carpentry to other construction; scribe and cope as needed for
      accurate fit. Locate furring, nailers, blocking, and similar supports to comply with
      requirements for attaching other construction.
   B. Apply field treatment complying with AWPA M4 to cut surfaces of preservative-treated
      lumber and plywood.
   C. Securely attach rough carpentry work to substrate by anchoring and fastening as
      indicated, and / or complying with the following:
      
      1. CABO NER-272 for power-driven fasteners.
      
      2. Published requirements of metal framing anchor manufacturer.
      
      3. Table 23-II-B-1, "Nailing Schedule," and Table 23-II-B-2, "Wood Structural Panel


6. Table 602.3(1), "Fastener Schedule for Structural Members," and Table 602.3(2), "Alternate Attachments," in the International One- and Two-Family Dwelling Code.

END OF SECTION 06100
SECTION 07141 - COLD FLUID-APPLIED WATERPROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Supplementary Conditions, and Division 0 and 1 Specifications sections shall apply to all sections of the Contract Documents, including specifications, drawings, addenda, or other changes of documents issued for bidding/construction.

1.2 SUMMARY

A. This Section includes the following:
   1. Two-component, cold fluid applied, solvent free, low odor, water vapor permeable modified polyurethane waterproofing system.

B. Related Sections include the following:
   1. Division 6 Section "Rough Carpentry" for new plywood sub-sheathing.
   2. Division 7 Section "Joint Sealants" for joint-sealant materials and installation.

1.3 PERFORMANCE REQUIREMENTS

A. Provide waterproofing membrane that prevents the passage of water.

1.4 SUBMITTALS

A. Product Data: Include manufacturer's written instructions for evaluating, preparing, and treating substrate, technical data, and tested physical and performance properties of waterproofing.

B. Shop Drawings: Show locations and extent of waterproofing. Include details for substrate joints and cracks, sheet flashings, penetrations, inside and outside corners, tie-ins with adjoining waterproofing, and other termination conditions.

C. Installer Certificates: Signed by manufacturers certifying that installers comply with requirements.

D. Product Test Reports: From a qualified independent testing agency indicating and interpreting test results of waterproofing for compliance with requirements, based on comprehensive testing of current waterproofing formulations.
E. Sample Warranty: Copy of special waterproofing manufacturer's and Installer's warranty stating obligations, remedies, limitations, and exclusions before starting waterproofing.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who is authorized, approved, or licensed by waterproofing manufacturer to install manufacturer's products.

B. Source Limitations: Obtain all waterproofing materials through one source from a single manufacturer.

C. Mockups: Apply waterproofing to 10 sq. ft. of plywood wall sub-sheathing substrate to demonstrate surface preparation, crack and joint treatment, corner treatment, thickness, texture, and execution quality.
   1. If Architect determines mockups do not comply with requirements, reapply waterproofing until mockups are approved.
   2. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

D. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review requirements for waterproofing, including surface preparation specified under other Sections, substrate condition and pretreatment, minimum curing period, forecasted weather conditions, special details and sheet flashings, installation procedures, testing and inspection procedures, and protection and repairs.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver all materials to Project site in original containers with seals unbroken, labeled with manufacturer's name, product brand name and type, date of manufacture, shelf life, and directions for storing and mixing with other components.

B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by waterproofing manufacturer.

C. Remove and replace liquid materials that cannot be applied within their stated shelf life.

D. Protect stored materials from direct sunlight.

1.7 PROJECT CONDITIONS

A. Environmental Limitations: Apply waterproofing within the range of ambient and substrate temperatures recommended by waterproofing manufacturer. Do not apply
waterproofing to a damp or wet substrate, when relative humidity exceeds 85 percent, or when temperatures are less than 5 deg F above dew point.

1. Do not apply waterproofing in snow, rain, fog or mist, or when such weather conditions are imminent during application and curing period.

B. Maintain adequate ventilation during application and curing of waterproofing materials.

1.8 WARRANTY

A. Special Manufacturer's Warranty: Written warranty, signed by waterproofing manufacturer and installer agreeing to repair or replace waterproofing that does not comply with requirements or that does not remain watertight within specified warranty period.

1. Warranty does not include failure of waterproofing due to failure of substrate prepared and treated according to requirements or formation of new joints and cracks in substrate that exceed 1/16 inch in width.
2. Warranty Period: Five (5) years after date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Products: Subject to compliance with requirements, provide products manufactured by the following:

1. Two-Component, Polyurethane Resin Based Waterproofing:
   a. Kemco "Kemperol 2K-PUR" waterproofing system
   b. Or Owner/Architect approved

2.2 WATERPROOFING MATERIALS

A. General: Provide waterproofing materials recommended by manufacturer to be compatible with one another and able to develop bond to substrate under conditions of service and application, as demonstrated by waterproofing manufacturer based on testing and field experience.

1. Produce waterproofing materials suitable for application to vertical, horizontal, and sloped substrates, as applicable.

B. Cold Fluid-Applied Waterproofing: Comply with ASTM C 836, with manufacturer's written physical requirements, and as follows:
1. Two-component, polyurethane resin based waterproofing.
2.3 AUXILIARY MATERIALS

A. Primer: Manufacturer’s standard, two-component epoxy based primer; “Kemperol EP-Primer” and/or “Kemperol R-Primer”, or approved.

B. Reinforcing Fleece: Manufacturer’s standard polyester based roll fleece reinforcing matting; “Kemperol Fleece 165”, or approved.

C. Reinforcing Strip: Manufacturer’s standard woven polyester based mesh or polyester fabric; “Kemperol Reinforcement Strip”, or approved.

D. Cleaning Agent: As recommended by manufacturer for substrate cleaning as required, and for tool cleaning.

E. Joint Sealant: Multicomponent polyurethane sealant, compatible with waterproofing, complying with ASTM C 920 Type M, Class 25; Grade NS for sloping and vertical applications or Grade P for deck applications; Use NT exposure; and as recommended by manufacturer for substrate and joint conditions.

1. Backer Rod: Closed-cell polyethylene foam.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance.

1. Verify that any concrete patchwork to the substrate concrete structural slab has cured and aged for minimum time period recommended by waterproofing manufacturer.

2. Verify that substrate is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method according to ASTM D 4263.

3. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 SURFACE PREPARATION

A. Clean and prepare substrate according to manufacturer’s written recommendations. Provide clean, dust-free, and dry substrate for waterproofing application.

B. Mask off adjoining surfaces not receiving waterproofing to prevent spillage or overspray affecting other construction.
3.3 PREPARATION AT TERMINATIONS AND PENETRATIONS

A. Prepare vertical and horizontal surfaces at terminations and penetrations through waterproofing and at expansion joints, drains, and sleeves according to ASTM C 898 and manufacturer's written instructions.

B. Prime substrate, unless otherwise instructed by waterproofing manufacturer.

C. Apply a double thickness of waterproofing and embed a joint reinforcing strip in preparation coat when recommended by waterproofing manufacturer.

3.4 JOINT AND CRACK TREATMENT

A. Prepare, treat, rout, and fill joints and cracks in substrate according to ASTM C 898 and waterproofing manufacturer's written instructions. Remove dust and dirt from joints and cracks complying with ASTM D 4258 before coating surfaces.

2. Apply bond breaker between sealant and preparation strip.

3.5 WATERPROOFING APPLICATION

A. Apply waterproofing components according to ASTM C 898 and manufacturer's written instructions.

B. Start installing waterproofing in presence of manufacturer's technical representative.

C. Apply primer over prepared substrate.

D. Mix materials and apply waterproofing by roller, notched squeegee, trowel, or other application method suitable to slope of substrate.

1. Apply one or more coats of waterproofing and fleece reinforcement matting to obtain a seamless membrane free of entrapped gases, with an average dry film thickness of 60 mils and a minimum dry film thickness of 50 mils at any point.
2. Apply waterproofing to prepared wall terminations and vertical surfaces.
3. Verify wet film thickness of waterproofing every 100 sq. ft..

3.6 CURING, PROTECTING, AND CLEANING

A. Cure waterproofing according to manufacturer's written recommendations, taking care to prevent contamination and damage during application stages and curing.

B. Protect waterproofing from damage and wear until such time that cementitious backer paneling has been installed over the waterproofing membrane.
C. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 07141
SECTION 09221 - NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Supplementary Conditions, and Division 0 and 1 Specifications sections shall apply to all sections of the Contract Documents, including specifications, drawings, addenda, or other changes of documents issued for bidding/construction.

1.2 SUMMARY

A. This Section includes non-load-bearing steel framing members for the following applications:

1. Interior framing systems (e.g., supports for partition walls only where wall framing deteriorated due to moisture in existing walls).

2. Include an Allowance for supplying and installing 675 linear feet of stud framing and associated top of stud channel blocking where replacement stud framing 36 inches high above floor will be required.

B. Related Sections include the following:

1. Section 06100 – Rough Carpentry for plywood substrate sheathing and blocking
2. Section 09250 Gypsum Board for gypsum panel substrate, and other components of framed wall assemblies.
3. Section 09255 – Cementitious Backer Panels for cement backer board panel finish substrate

C. Unit Prices

1. Refer to Section 01270 for Unit Price requirements.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B.
PART 2 - PRODUCTS

2.1 NON-LOAD-BEARING STEEL FRAMING, GENERAL

A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.
   1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal, unless otherwise indicated.

2.2 STEEL FRAMING FOR FRAMED ASSEMBLIES

A. Steel Studs and Runners: ASTM C 645.
   1. Minimum Base-Metal Thickness: 20 gauge, unless otherwise indicated on Drawings.
   2. Depth: As indicated on Drawings.

B. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.
   1. Minimum Base-Metal Thickness: 20 gauge.

2.5 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards.
   1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates, with Installer present for compliance with requirements and other conditions affecting performance.
   1. Proceed with installation only after unsatisfactory conditions have been corrected.
3.2 INSTALLATION, GENERAL

A. Installation Standard: ASTM C 754, except comply with framing sizes and spacing indicated.
   1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.

B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.

C. Install bracing at terminations in assemblies.

D. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

3.3 INSTALLING FRAMED ASSEMBLIES

A. Install studs so flanges within framing system point in same direction.
   1. Space studs as follows as noted on drawings.

B. Install tracks (runners) at floors and overhead supports. Extend framing to height as noted on drawings, or as otherwise required to above deterioration of adjacent studs.
   1. Fire-Resistance-Rated Partitions: Install framing to comply with fire-resistance-rated assembly indicated and support closures and to make partitions continuous from floor to underside of cross stud bridging.

C. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch (3 mm) from the plane formed by faces of adjacent framing.

END OF SECTION 09221
SECTION 09250 - GYPSUM BOARD

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Supplementary Conditions, and Division 0 and 1 Specifications sections shall apply to all sections of the Contract Documents, including specifications, drawings, addenda, or other changes of documents issued for bidding/construction.

1.2 SUMMARY

A. Section Includes:
   1. Interior gypsum board.

B. Related Requirements:
   1. Division 6 Section "Rough Carpentry" for plywood sub-sheathing for interior walls.
   2. Division 7 Section “Waterproof Membrane”
   3. Division 9 Section "Non-Load-Bearing Steel Framing" for non-structural framing and suspension systems that support gypsum board panels.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.4 DELIVERY, STORAGE AND HANDLING

A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.5 FIELD CONDITIONS

A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer’s written recommendations, whichever are more stringent.

B. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.
Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.

Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 GYPSUM BOARD, GENERAL

A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.2 SPECIALTY GYPSUM BOARD

A. Glass-Mat Interior Gypsum Board: ASTM C 1659/C 1658M. With fiberglass mat laminated to both sides. Specifically designed for interior use.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   a. Georgia-Pacific Gypsum LLC; DensArmour Plus.
   b. Or Approved.

2. Core: Type X 5/8 inch.


2.3 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C 475/C 475M.

B. Joint Tape:

C. Joint Compound for Interior Gypsum Board: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.

1. Prefilling: At open joints, beveled panel edges, and damaged surface areas, use setting-type taping compound.

2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
   a. Use setting-type compound for installing paper-faced metal trim accessories.
2.4 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.

B. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
   1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch thick.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates and framing, with Installer present, for compliance with requirements and other conditions affecting performance.

B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLYING AND FINISHING PANELS, GENERAL

A. Comply with ASTM C 840.

B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.

C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.

D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.

E. Form control and expansion joints with space between edges of adjoining gypsum panels.

F. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
3.3 APPLYING INTERIOR GYPSUM BOARD

A. Install interior gypsum board in the following locations:

1. Wallboard Type: As indicated on Drawings.
2. Glass-Mat Interior Type: As indicated on Drawings.

B. Single-Layer Application:

1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
2. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
   a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
3. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

3.4 FINISHING GYPSUM BOARD

A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.

B. Prefill open joints and damaged surface areas.

C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.

D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
   1. Level 2: Panels that are substrate for cementitious backer panels.

3.5 PROTECTION

A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.

B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.

C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.

2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 09250
SECTION 09255 – CEMENTITIOUS BACKER PANELS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Supplementary Conditions, and Division 0 and 1 Specifications sections shall apply to all sections of the Contract Documents, including specifications, drawings, addenda, or other changes of documents issued for bidding/construction.

1.2 SUMMARY

A. Section Includes:
   1. Cementitious backing panels.

B. Related Requirements:
   1. Division 6 Section "Sheathing" for plywood subsheathing.
   2. Division 7 Section for "Waterproof Membrane"
   3. Division 9 Section "Non-Load-Bearing Steel Framing" for non-structural framing.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.4 DELIVERY, STORAGE AND HANDLING

A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.5 FIELD CONDITIONS

A. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.
   1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
   2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.
PART 2 - PRODUCTS

2.1 CEMENTITIOUS BACKING PANELS

A. Cementitious Backer Units: ANSI A118.9 and ASTM C 1288 or 1325, with manufacturer's standard edges.

1. Products: Subject to compliance with requirements, provide one of the following:
   a. C-Cure; C-Cure Board 990.
   b. CertainTeed Corp.; FiberCement BackerBoard.
   c. Custom Building Products; Wonderboard
   d. FinPan, Inc.; Util-A-Crete Concrete Backer Board
   e. James Hardie Building Products, Inc.; Hardiebacker 500.
   g. USG Corporation; DUROCK Cement Board.
   h. Or Approved.

2. Thickness: 5/8 inch .

2.2 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C 475/C 475M.

B. Joint Tape:
   1. Cementitious Backing Panels: As recommended by panel manufacturer.

C. Joint Compound for Interior Gypsum Board: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.

   1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
   2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.

D. Joint Compound for Cementitious Backing Panels:
   1. As recommended by backer unit manufacturer.

2.3 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.

B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
1. Laminating adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

C. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
   1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch thick.
   2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates including welded hollow-metal frames and framing, with installer present, for compliance with requirements and other conditions affecting performance.

B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLYING AND FINISHING PANELS, GENERAL

A. Comply with ASTM C 840.

B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.

C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.

D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions.

E. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.

3.3 APPLYING CEMENTITIOUS BACKING PANELS

A. Cementitious Backer Units: ANSI A108.11, at showers, and where indicated.
B. Where backing panels abut other types of panels in same plane, shim surfaces to produce a uniform plane across panel surfaces.

3.4 PROTECTION

A. Protect adjacent surfaces from panel joint compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.

B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.

C. Remove and replace panels that are wet, moisture damaged, and mold damaged.

1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 09250
SECTION 09800 - SEAMLESS EPOXY SHOWER FINISH SYSTEM

1.00 GENERAL

A. Drawings and general provisions of the Contract, including General Conditions and Supplementary Conditions, and Division 0 and 1 Specifications sections shall apply to all sections of the Contract Documents, including specifications, drawings, addenda, or other changes of documents issued for bidding/construction.

1.01 WORK INCLUDED

A. Provide labor, equipment and materials to complete and finish interior walls, interior ceilings, and interior floor and base coatings as indicated and as specified herein. Walls, ceilings, & flooring shall be a seamless system.

1.02 RELATED SECTIONS

A. Specified elsewhere:
   1. Section 09255 – Cementitious Backer Panels

1.03 QUALITY ASSURANCE

A. References: Cited Standards are incorporated herein by reference and govern the work:
   1. Pamphlet No. 03732, International Concrete Repair Institute (Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings and Polymer Overlays.

B. Single Source Responsibility - Obtain primary resinous wall, ceiling, and flooring materials including hardening agents, finish or sealing coats from a single manufacturer with not less than 5 years of successful experience in manufacturing and installing the principal materials described in this section. Provide secondary materials only of type and from a source recommended by the manufacturer of the primary material.

C. Contractor Experience: Furnish list of projects using materials specified for this project that applicator has furnished during the past five years.

Include the Following:

1. Letter of training certification from the manufacturer/distributor stating that contractor is an approved installer of the products specified in this Section.
2. Submit written description of the contractor's experience with the specified material over the last five (5) years.

3. Submit a list of ten (10) projects of similar complexity and size as this project including Owner's names with phone numbers. References must be submitted 10 days prior to bid date for approval by architect. Include with references the product data sheets of manufacturer's material meeting the specified product requirements per section 09800 paragraph 2.01 D "Product Description".

4. Submit resume of the key person(s) who will be performing the actual work and list a minimum of five (5) projects with different Owners giving contact names and phone numbers as references.

D. Sampling of Material:

1. When directed by Architect/Engineer, obtain test samples from material stored at the project site or source of supply.

2. Select samples at random from sealed containers

E. Manufacturer Supervision:

1. A representative of the materials manufacturer must be present on site for the duration of the preparation and for all phases of the installation of the specified coating materials.

1.04 SUBMITTALS

A. Submit per Section 01330 of manufacturer's product literature indicating technical data, Manufacturer's Installation and Application Guide, and manufacturer's Material Safety Data Sheets.

1. If different than the product basis of design, product data as listed above must be submitted 10 days prior to bid date for architect's approval subject to performance criteria in section 09800 paragraph 2.01 D "Product Characteristics", and per substitution request requirements of Sections 01250 and 01250a.

2. Submit a list of ten (10) projects of similar complexity and size as this project including Owner's names with phone numbers. References must be submitted as part of a substitution request per Section 01250 for approval by architect.

3. All substitution request submittals must be received for review per Sections 01250 and 01250a prior to bid date. Approved substitution requests will be noted by addendum.
B. Submit three (3) samples of finished product on substrate to be applied:

1. Prepare samples on each type of material to be covered.
2. Make samples not less than four (4) inches square.
3. Submit samples in accordance with Section 01330.

1.05 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Delivery of Materials:

1. Deliver materials to project site with labels legible and intact.

B. Storage of Materials:

1. Store only acceptable project materials on project site.
2. Store in a suitable location, convenient to progress of work.
3. Restrict storage to paint and coating materials and related equipment
4. Comply with health and fire regulations.
5. Storage temperature shall be between 65°F and 90°F or such other ambient temperature conditions as may be specifically recommended by product manufacturer.

1.06 JOB CONDITIONS

A. Environmental Requirements:

1. Comply with manufacturer’s recommendations as to environmental conditions under which coatings and coating systems can be applied. Surfaces to be coated shall be between 65°F and 90°F. Do not apply coating system at temperatures beyond those limits stated in the manufacturer’s technical data sheet unless given written permission by the manufacturer.

2. Do not apply finish in areas where dust is being generated.

B. Protections:

1. Cover or otherwise protect finished work of other trades and surfaces not being coated concurrently or not to be coated.

2.00 PRODUCTS

2.01 PRODUCTS – GENERAL
A. Products specified herein are based on "Seamless Epoxy Shower Finish System as manufactured by Prime Coat Corporation, 405 N. Oakwood Avenue, Waukegan, Ill., 60085, (877)362-5111.

2.02 MATERIALS

A. Aggregate Filled Epoxy Floor Coating
   1. Selected high performance floor coating system shall be applied over cured concrete slabs on grade, shot blasted or mechanically abraded to profile as recommended by the selected manufacturer. Prior to system application, the concrete shall be free of laitance, form release agents, curing agents, oil, grease and other contaminants. Surface shall be free of fins, projections, and loosely adhering concrete, dirt & dust particles. (PC 310K, 322). Optional PC 630 membrane.

   2. Selected high performance wall and ceiling coatings based on spray applied fiber-reinforced, 100% solids accelerated aliphatic amine cured epoxy system with glaze coat finish and pathogen killing additive as manufactured by Prime Coat Coating Systems in Waukegan, IL. (PC 100, 200, 400, 499). Subject to compliance with these requirements, provide this product or an acceptable equivalent.

B. Selected coating systems shall be applied in accordance with manufacturer's instructions and these specification documents.

C. Include on labels of containers:
   1. Manufacturer's name.
   2. Product name.
   3. Product number.
   5. Instructions for reducing, where applicable.
   6. Component description

D. Product Characteristics:
   1. Aggregate Filled Epoxy Floor Coating
      a. Compressive Strength: 12,400 psi after 7 days (ASTM C-579).
      b. Tensile Strength: 2,200 psi (ASTM C-307).
      c. Flexural Strength: 4,800 psi (ASTM C-307).
      d. Bond Strength: >400 psi or substrate failure (ASTM D-4541).
      e. Indentation: No indentation (MIL-D-3134F).
      f. Abrasion Resistance: 0.04 gm max. loss (ASTM D-4060, Taber Abrader).

h. Flammability: Self extinguishing. Burning 0.25 inches max (ASTM D-635).

i. Thermal Coefficient of Linear Expansion: 3.5 x 10-5 C (ASTM E-831).

j. Water Absorption: 0.1% (ASTM C-413).

2. Wall & Ceiling Seamless System


   b. Tensile Strength: 3,900 psi (ASTM D638-77a).

   c. Tensile Elongation: 2% (ASTM D 638-77a).

   d. Flexural Modulus: 1.8 x 106 psi (ASTM D 790-71).

   e. Flexural Strength: 10,400 psi (ASTM D 790-71).

   f. Water Absorption: 0.1% (ASTM C 413).

   g. Heat Resistance Limitation: Continuous exposure: 140 F; Intermittent spills 200 F.

   h. Abrasion Resistance: 0.03 gm. maximum weight loss (ASTM D 4060, Taber Abrader CS- 17 wheel, 1,000 gm load, 1,000 revolutions).

   i. Flammability: Self-extinguishing (ASTM D 635).


   k. Bond Strength: >400 psi or substrate failure (ASTM D4541).

   l. Product Composition.

       1) Must contain chopped fiberglass strands, premixed into the material.

       2) Must be spray applied.

       3) Must form a horizontal matrix within the finished coating.

       4) All coatings used must be 100% solids products.

       5) Color must be continuous throughout the entire system.

2.03 COLORS

   A. Colors shall be selected by the Architect/Engineer from Manufacturer's standard palette of not less than 18 standard colors. Walls and floors are to be the same color.

2.04 ACCESSORIES

   A.

       1. Cant Cove: Manufacturer's standard cant cove material designed for use with the epoxy coating system.

2.05 FABRICATION

   A. Shop Assembly/ Mixing

       1. Accomplish job mixing and application only when acceptable to the Architect/Engineer.
2. Mix components only in containers furnished by the manufacturer.

3. Proportioning of two-part and three-part coatings shall be done in strict accordance with manufacturer’s recommended procedures.

4. Prime coat shall be mixed using a variable speed drill with a PS Jiffyblade. Parts A and B shall be pre-mixed and then combined and mixed together a minimum of two minutes. Ensure full blending of both parts with all material measured into the mixing container. Apply the mixed material within the pot life and temperatures recommended by the manufacturer.

5. Intermediate fiber reinforced coats (not less than two (2)) shall be mixed similar to that method employed for the prime coat.

6. Glaze coat, consisting of Parts A and B, shall be mixed similar to that method employed for the prime coat.

7. For all mixing operations, the flooring system components shall be considered as hazardous materials. Read and observe container label warnings and Material Safety Data Sheets for health and safety information prior to starting mixing operations.

8. Do not reseal mixed material. Permit final chemical set to occur in the container and when set has been achieved; dispose of hardened material by legal means.

9. Do not apply any material that has exceeded shelf and pot life as determined by manufacturer.

3.0 EXECUTION

3.01 INSPECTION

A. Examine surfaces scheduled to receive coating for conditions that will adversely affect execution, permanence or quality of work and which cannot be put into an acceptable condition through preparatory work as included in 3.02. PREPARATION OF SURFACES.

B. Notify Owner’s agent immediately upon determination that surfaces scheduled to receive coating are unacceptable for proper adhesion or subsequent performance.

C. Do not proceed with surface preparation or coating application until conditions are suitable.

3.02 PREPARATION OF SURFACES

A. Cement Backer Board: Prior to installation of high performance coatings, walls and ceilings shall receive a visual inspection by the onsite manufacturer’s
representative to assure that the substrate is acceptable for coating. The cement backer board installing Contractor is to correct deficiencies.

1. Remove all loose coating using random orbital sanders.

2. Patch damaged areas using Gypsum patching materials.

3. All surfaces shall be clean, dry and free of contaminants prior to installing coating system.

B. Old Concrete Floors (Slabs on Grade and Elevated Slabs):

1. Employ a radio frequency moisture meter to determine that residual uncombined moisture content of concrete slab is less than five (5) percent by weight. Conduct ASTM F 1869 to further record the Moisture Vapor Emission Rate. Do not apply high performance floor coatings to floor slabs that exceed 5 percent moisture content or 3 pounds per 1,000 square feet per 24 hours unless approved by the material manufacturer.

2. Shot blast to profile all concrete floor surfaces scheduled to receive high performance floor coatings to a classification of CSP-5.

3. Where visual inspection of shot blasted surface indicates that oil-based penetration of the surface has occurred, the stained areas shall be treated with a 15% by volume solution of aqueous tri-sodium phosphate (TSP) or other proprietary de-greasing agent. Rinse and dry all floor surfaces scheduled to receive high performance floor system finish prior to commencement of prime coat application.

4. Remove and legally dispose of all debris and contaminants produced by the shot blasting process. Steel media resulting from the shot blasted floor slab surface shall be removed from cracks, slab edges, construction joints, and corners by magnets, magnetic broom, air blast, vacuum, or stiff bristle broom.

3.03 APPLICATION

A. General Requirements:

1. Do not apply initial coating until moisture content of surface is within limitations recommended by coating manufacturer and never install coatings when the substrate temperature is less than 5 degrees above dew point unless specifically approved, in writing, by the manufacturer.

2. Apply primer at coverage rates recommended by Manufacturer but at a rate that will produce a dry film thickness not less 8 mils. Airless spray, brush or rollers may be used to apply the primer.
3. After primer has become tacky apply the fiber reinforced epoxy system using a 45:1 air powered airless spray rig with a gravity fed hopper attachment.

4. When the fiber reinforced epoxy system has cured, abrade the substrates to remove exposed fiberglass and other surface imperfections. Apply glazing coat with a brush, roller or airless sprayer. A total DFT of the complete system shall be a minimum 45mils thick.

5. Keep all application equipment free from contaminates and suitable for the finish required.

6. Comply with recommendation of product manufacturer for cure times and re-coat windows. Unless specifically allowed by the manufacturer re-coat windows will not be violated.

7. Finish coats shall be smooth to the touch and free of skipped or missed areas. An orange peel texture with occasional fiberglass lumps is normal and acceptable.

8. Where walls and floors abut and are both of a resinous material, obtain all coating materials from a single manufacture being sure to meet all re-coat windows to insure a seamless installation.

9. Make edges where adjoining other materials or colors, clean and sharp with no overlapping.

10. Change colors at points designated by Owner's agent and/or on color schedule where colors differ between adjoining spaces or rooms and where door frames match wall colors.

B. Walls, Ceilings & Floors Seamless System:

1. Apply primer to walls, ceilings and floor system at coverage rates recommended by Manufacturer but at a rate that will produce a dry film thickness not less than 8 mils. Airless spray, brush or rollers may be used to apply the primer.

2. After primer has become tacky apply the fiber reinforced epoxy system using a 45:1 air powered airless spray rig with a gravity fed hopper attachment to wrap walls, ceilings and floors.

3. When the fiber reinforced epoxy system has cured, abrade the substrates to remove exposed fiberglass and other surface imperfections. Apply glazing coat to walls and ceilings with a brush, roller or airless sprayer. A total DFT of the complete wall and ceiling system shall be a minimum 45 mils thick.
4. Topcoat floors with one final glazing coat to a dry film thickness of 10 mils. Floor glazing shall have non-skid additive incorporated into the resin to provide non-skid texture. The finished floor must meet ADA specifications for this project. Use a Sullmair FSC 2000-1346 Floor tester to validate ADA requirements. Please note to achieve the required ADA coefficient of friction, additional topcoat material or anti-slip additives may be necessary.

5. Finished product shall be uniform in color and texture and free of skipped or missed areas.

3.04 CLEANING

A. Remove debris promptly from work area and dispose of properly.

B. Remove spilled, splashed, or splattered coating materials from all surfaces.

D. Do not mar surface finish of items being cleaned.

3.05 FINISH SCHEDULE

A. Apply high performance coating systems to all areas shown on the drawings.

B. Install cant cove base detailed in the drawings.

C. Unless directed by the contract documents do not install high performance coatings on:

   1. Ferrous metals installed in concrete slabs
   2. Non-ferrous metals installed in or adjacent to concrete slabs.
   3. Pipe, conduit, floor drains, insulated conductors, or other electrical, mechanical or process-related equipment.

3.06 GUARANTY/WARRANTY

A. Provide Owner's agent with an appropriate form of warranty against defects in material and workmanship for a period of five (5) years from date of substantial completion, or date of beneficial occupancy, if earlier than date of substantial completion.

B. Issuance of Warranty to Owner's agent shall be a conditional precedent to receipt of final payment to the coating contractor.

C. Extent of Warranty shall be limited to the repair or replacement of defective surfaces at no cost to the Owner, and for any damage directly resulting from such defects during the warranty period. The warranty shall not include any
remedy for defects caused by abuse, improper maintenance or operation, or by normal wear, tear and usage.

3.07 SPECIAL TESTING

A. The installed product will be dry film tested by an independent special testing and inspection consultant as employed by the Owner.

B. The Contractor is to assume that the work of each phase will be randomly tested for the specified dry film thicknesses. A maximum of 24 tests will be taken for the entire project.

C. Testing will be accomplished by core sampling methodology.

D. Should testing reveal that the finish system was not installed per the specified thickness, the Contractor will be responsible for correcting the work at no additional expense to the Owner. Additional dry film testing, if required by the Owner, will be at the Contractor's expense, including required patchwork.

E. The Contractor shall be responsible for plugging the core sampling holes and patching the finish per the manufacturer's instructions, and to the satisfaction of the Architect and Owner. Upon completion of the patchwork, there shall be no visible evidence of the patchwork provided.

END OF SECTION 09800
SECTION 10260 - CORNER GUARDS

PART 1  GENERAL

1.1  RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General Conditions and Supplementary Conditions, and Division 0 and 1 Specifications sections shall apply to all sections of the Contract Documents, including specifications, drawings, addenda, or other changes of documents issued for bidding/construction.

1.2  SUMMARY
A. This section includes the following:
   1. Corner guards.

1.3  RELATED SECTIONS
A. Section 06100 – Rough Carpentry – Wall blocking
B. Section 09255 – Cementitious Backer Wall Panels
C. Section 09800 – Seamless Epoxy Shower Finish System

1.4  PERFORMANCE REQUIREMENTS
A. Corner Guards: Resist lateral impact force of 100 lbs at any point without damage or permanent set.

1.5  SUBMITTALS
A. General: Submit each item in this Article according to the conditions of the Contract and Section 01330 “Submittal Procedures”.
B. Product Data: Indicate physical dimensions, features, anchorage details, and rough-in measurements.
C. Samples: Submit two sections of corner guard, 12 inches long, illustrating component design, configuration, color and finish.
D. Manufacturer's Data: Submit manufacturer's specifications and installation instructions for each system and other products required. Include reports and other data as may be required to show compliance with these specifications. Indicate by transmittal form that copy of each instruction has been distributed to the installer.

1.6  FIELD MEASUREMENTS
A. Verify that field measurements are as indicated on Drawings.

1.7  COORDINATION

10260 – 1

11/5/2010
A. Coordinate work under provisions of Section 01310.

B. Coordinate the work with wall or partition sections for installation of concealed blocking or anchor devices.

PART 2  PRODUCTS

2.1 STAINLESS STEEL CORNER GUARDS

A. Manufacturers:
   1. Gamco
   2. IPC Manufacturing.
   3. Balco
   4. Bobrick
   5. Or Approved Substitution (Under provisions of Section 01630.)

B. Corner Guard - Surface Mounted:
   1. Material: 18-8 Type 304 stainless steel with #4 satin finish, 18 gauge.
   2. Width of Each Face of Guard: 3½ inches.
   3. Length: Field measure wall corner conditions so as to provide single piece corner guards from top of finish floor to shower stall ceilings.
   4. Corner Long Guard Edges: Manufacturer's standard tapered edges

C. Fabricate components with tight joints, corners and seams.

D. Screw Fasteners: Flush head stainless steel Torx socket head fasteners with center pins, of sufficient length to firmly anchor to wall blocking, minimum 2-1/2" long.

PART 3  EXECUTION

3.1 EXAMINATION

A. Verify site conditions under provisions of Division 1 requirements.

B. Verify that rough-in for components are correctly sized and located.

3.2 INSTALLATION

A. Install components in accordance with manufacturer's instructions, level and plumb, secured rigidly in position to wall framing members only.

B. Position corner guard to begin immediately above finish floor line unless otherwise noted. Notch cut bottom of corner guards as necessary to fit over shower stall thresholds.
C. Install corner guards using fasteners as noted above so that screw fastener heads shall be flush with faces of corner guards when installed.
SECTION 10900 - MISCELLANEOUS SPECIALTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Supplementary Conditions, and Division 0 and 1 Specifications sections shall apply to all sections of the Contract Documents, including specifications, drawings, addenda, or other changes of documents issued for bidding/construction.

1.2 DESCRIPTION OF WORK

A. The extent of Misc. Specialties is indicated on drawings. Types of misc. specialties include items incidental to the work of the project, and are specified in this section.

1.3 RELATED WORK SPECIFIED ELSEWHERE

A. Section 06100 - Rough Carpentry

D. Section 07920 - Sealants

E. Section 09800 – Seamless Epoxy Shower Finish System

1.4 SUBMITTALS

A. Product Data: Submit manufacturer’s technical data and installation instructions for each type of miscellaneous specialties required.

B. Samples: Submit samples of each color and finish of exposed materials and accessories required for misc. specialties for selection by architect from manufacturer’s standards.

C. Shop Drawings: Submit shop drawings for all items requiring fabrication.

D. Maintenance Instructions: Provide copies for inclusion into operation and maintenance manuals per Section 01782 requirements.

E. Provide manufacturer’s standard warranties.

PART 2 - PRODUCTS

2.1 PRODUCTS
A. Detention Grade Surface Mounted Soap Dishes: Provide stainless steel soap dishes, Model No. ISO-210 as fabricated from type 304 X 18 gauge stainless steel as manufactured by Norix Group, Inc. 1-(800) 234-4900, or Architect/Owner approved. Provide one per shower stall at locations as noted on drawings.

1. Install soap dishes using #10 or larger Torx dome socket head machine screw fasteners with center pins and with butterfly toggle nuts.

2. Predrill screw fastener holes through shower stall finish and wall subsheathing. Insert sealant into screw holes just prior to fastening clothes hooks to wall to assure watertight seal to wall finish.

B. Detention Grade Clothes Hooks: Provide detention grade single ball style jam resistant collapsible surface mounted clothes hooks, Model No. S565-526 as fabricated from type 304 x 14 gauge stainless steel as manufactured by Norix Group, Inc. 1-(800) 234-4900, or Architect/Owner approved. Provide one per shower stall at locations noted on drawings.

1. Install soap dishes using #10 or larger Torx dome socket head self tapping sheet metal screw fasteners with center pins.

2. Predrill screw fastener holes through shower stall finish. Insert sealant into screw holes just prior to fastening clothes hooks to wall to assure watertight seal to wall finish.

3.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Do not install products that are observed to be defective in any way, including warped, bowed, dented, abraded or broken.

B. Securely anchor products/accessories in accurate location; install in perfect alignment, free from warp, twist or distortion, plumb, level and true, in accordance with final shop drawings, manufacturer's instructions and recommendations for handling and installation of products for particular conditions of installation in each case, except where more stringent requirements are indicated or specified and except where project conditions require extra precautions or provisions to ensure satisfactory performance of work.

C. If printed instructions are not available or do not apply to project conditions, consult manufacturer's technical representative for specific recommendations before proceeding with work.

3.2 PROTECTION

A. While installing products, protect adjacent surfaces against damage, stains.
B. Protect products during, after installation against damage of every nature so that there will be no indication of use or damage at time of final project acceptance.

3.3 CLEANING AND REPAIRING

A. Remove manufacturer's temporary labels protective coatings, marks of identification if provided. Thoroughly wash surfaces to remove foreign material, polish metal surfaces.

B. Exposed finishes shall be free from scratches, dents, permanent discolorations and other defects in workmanship, material.

C. Except where use of field applied touch-up paint is allowed, remove and replace damaged parts, surfaces which are not free from imperfections or which have been damaged during installation or thereafter before time of final project acceptance. Where approved, touch up damaged areas in shop applied finish with field applied touch up paint.

D. Leave entire work in neat, orderly, clean conditions, with no manufacturer's trade marks, etc., showing.

END OF SECTION 10900