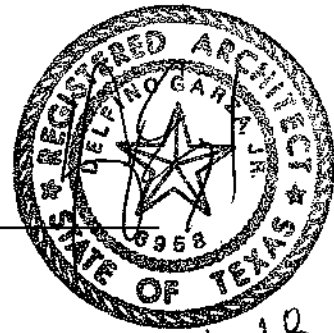


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9-14-18

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**PROJECT:** Starr County Memorial Hospital MRI Addition & Renovation - Rio Grande City, Texas

**BID OPENING DATE & TIME:**

**BID CONFERENCE:**

**Place of Bid opening & conference:**

Starr County Memorial Hospital  
Conference Room  
Rio Grande City, Texas 78582

**Architect:**

Design Group International  
1701 Mier St.  
Laredo, Texas 78043

Sealed Bids for the above referenced project will be received by **Starr County Memorial Hospital**. All Bids must be on a lump sum basis. Bids received after this time will not be accepted. Bids will be publicly opened and read aloud at the Bid Opening. Contract documents may be obtained at the Architect's Office and at:

**AGC**

Pharr  
Harlingen  
Corpus Christi  
San Antonio

**Others**

Builders Exchange in San Antonio  
Reed Construction Data in San Antonio  
F.W. Dodge

Plans and specifications may be obtained at the office of the Architect for a deposit of **\$200.00** for each set of documents. The deposit of bona-fide Bidders will be returned in full, if complete contract documents are returned in good condition within ten days after Bid opening. Bid security in the amount of 5% of the amount of the Bid must accompany each Bid in the form of a cashier's check, certified check or acceptable bond payable without recourse to the Owner. Performance and Payment bonds, each in the amount of One Hundred percent (100%) of the Contract amount will be required of the successful Bidder on any bid of \$25,000.00 and over. **Starr County Memorial Hospital** reserves the right to refuse and reject any or all Bids and waive any or all formalities or technicalities or to accept the Bid considered the best and most advantageous to **Starr County Memorial Hospital** and to hold the Bids for a period of forty-five (45) days without taking action thereon.

Bidder/ Contractor: \_\_\_\_\_ (Name)

To Owner: Starr County Memorial Hospital

Project: Starr County Memorial Hospital MRI Addition & Renovation  
128 N. FM 3167 - Rio Grande City, Texas 78582**Gentlemen:**

The Bidder in compliance with Notice to Bidders for the construction of this project, having examined the plans and specifications with related documents and having examined the site and all conditions affecting the work, hereby proposes to furnish all labor, materials, equipment and service and to construct the project in accordance with Contract Documents for the Projects and sum set below.

The project consists of providing a new MRI Addition (2,453 sf), a Renovation of an existing area (2864 sf part of the MRI area), a new Canopy, and Site Work all part of the **Base Bid**. This work includes structural, mechanical, electrical, plumbing, and architectural for the project including site work (grading, paving, curb & gutter, walks, landscaping, etc.), concrete work, masonry, steel structure, carpentry, millwork, moisture protection (new roof and damp proofing for the new addition), doors and windows, painting/ finishes, new a/c system, new plumbing fixtures, a new fire sprinkler system, etc. In addition, there are 4 **Alternates** mainly dealing with replacement of air handlers, cleaning ducts, etc. in other areas of the Hospital. The work for the entire project shall include all labor, materials, equipment, services, fees, permits, etc. necessary as well as other work not mentioned above but as described in the CONTRACT DOCUMENTS prepared by the Architect and his Consultants.

**BASE BID (AREA 1):**

\_\_\_\_\_ Dollars  
(write in words)  
(\$ \_\_\_\_\_)  
(write in numbers)

Time of Completion: \_\_\_\_\_ consecutive calendar days.

**ALTERNATE # 1 (AREA 3) ADDITIVE:** Replace existing air handling unit s as well as other work noted in Area 3.

\_\_\_\_\_ Dollars  
(write in words)  
(\$ \_\_\_\_\_)  
(write in numbers)

Time of Completion: \_\_\_\_\_ add/deduct consecutive calendar days.

**ALTERNATE # 2: (AREA 2) ADDITIVE:** Replace existing air handlers and grease trap as well as other work noted in Area 2.

\_\_\_\_\_ Dollars  
(write in words)  
(\$ \_\_\_\_\_)  
(write in numbers)

Time of Completion: \_\_\_\_\_ add/deduct consecutive calendar days.

**ALTERNATE # 3: (AREA 4) ADDITIVE:** Replace existing air handlers as well as other work noted in Area 4 .

\_\_\_\_\_ Dollars  
(write in words)  
(\$ \_\_\_\_\_)  
(write in numbers)

Time of Completion: \_\_\_\_\_ add/deduct consecutive calendar days.

**ALTERNATE # 4: (AREA 5) ADDITIVE:** Replace existing air handlers as well as other work noted in Area 5.

\_\_\_\_\_ Dollars  
(write in words)  
(\$ \_\_\_\_\_)  
(write in numbers)

Time of Completion: \_\_\_\_\_ add/deduct consecutive calendar days.

Provide a unit cost for the following items for the removal and replacement of the damaged item with a new item (cost of labor, material, equipment, etc., total cost, no extras):

- |   |          |                  |
|---|----------|------------------|
| 1. Metal Deck (match existing):   | \$ _____ | per sq. (100 sf) |
| 2. New roofing (GAF spec # I-2-1-MGFR) with 1/4" perlite tapered bd. on existing roofing.                       | \$ _____ | per sq. (100 sf) |
| 3. New roofing (GAF spec # I-2-1-MGFR) with 1/4" perlite tapered bd. on 3" "Iso" board insulation on metal deck | \$ _____ | per sq. (100 sf) |
| 4. 2 x 4 treated nailer:  | \$ _____ | per Liner FT.    |
| 5. 2 x 6 treated nailer:  | \$ _____ | per Liner FT.    |
| 6. 4 x 4 treated runner:  | \$ _____ | per Liner FT.    |

The Bidder, if awarded the contract agrees to commence work within ten consecutive calendar days from date of Notice to Proceed. It is understood that if accepted by Owner, this Bid becomes a part of the contract documents upon signing of this contract. It is also understood that the Owner reserves the right to reject any or all Bids and waive irregularities and formalities or to accept any Bids considered advantageous. The undersigned agrees that he will not withdraw this Bid for a period of forty-five (45) days from the date thereof.

Proposer acknowledges the receipt of Addenda(s)

No.(s): \_\_\_\_\_

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

By: \_\_\_\_\_

Address: \_\_\_\_\_  
(Seal if bid by Corporation)

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

The Proposer has included in the proposed contract sum all the following allowances as stated in the contract documents. These allowances shall cover the net cost of the materials and equipment delivered and unloaded at the project site(s). The Proposer's handling costs on the site, labor, and installation costs, overhead and profit, and other expenses contemplated for the original allowance have been included in the Contract Sum and not in the allowance.

| <u>Project</u> | <u>Allowance Item</u>   | <u>Amount</u> |
|----------------|-------------------------|---------------|
|                | Betterment Fund         | \$ 50,000     |
|                | ADA                     | \$ 10,000     |
|                | Department of Health    | \$ 20,000     |
|                | Electrical (unforeseen) | \$ 15,000     |
|                | Plumbing (unforeseen)   | \$ 15,000     |
|                |                         | <hr/>         |
|                |                         | \$110,000     |

## **DIVISION 0**

## **Section 0400 A.I.A. Documents**

|       |   |
|-------|---|
| A-101 | Agreement Between Owner and Contractor              |
| A-201 | General Conditions of the Contract for Construction |
| A-305 | Contractor's Qualification Statement                |
| A-310 | Bid Bond  |
| A-311 | Performance Bond/Labor and Material Payment Bond    |

The above mentioned documents are hereby made a part of these Specifications. These documents may be obtained from the Architect at the cost of \$10.00 per set. Reference copies are available for inspection at the Office of the Architect at no charge. These documents are made part of these specifications to the same extent as if bound in their entirety herein.

1. Coordinate all work and provide a minimum 2 day advanced notice to the owner on any work affecting the safety (heat, cold, rain, structural integrity, noise, odor, trenching, materials, equipment, etc.), the security (downed alarm systems, building left open after hours, etc.), utility dis-connections, and downed communication systems. The contractor shall be responsible for all safety barricades, barriers, structural supports, security, utilities, and communication for the owner, its occupants, adjacent buildings, and building contents.
2. If the Owner **WILL OCCUPY** the site and the existing building during the period of construction, cooperate fully with the Owner or his representative during construction operations to minimize conflicts and to facilitate Owner usage. Perform the work so as not to interfere with the Owners operations. (Provide access to employees and emergency vehicles at all times).
3. Contractor shall salvage all items that are in good working order and deliver them to the Owner. Owner shall retain possession of the following items: \*Top soil \*Sub grade Check with owner on all salvaged items.
4. Contractor may reuse salvaged items as designated in plans and specifications.
5. All debris **SHALL** become the property of the contractor. Debris shall be removed and taken to the City Dump on a daily basis. The entire area shall be kept clean continually.
6. Workmen shall enter only those areas of the building requiring work. Confine operations at the site to areas permitted. Portions of the site beyond areas on which work is indicated are not to be disturbed.
7. Store all owner/ contractor equipment & materials in a safe & secured area- these shall be the contractor's responsibility.
8. The Contractor **SHALL NOT** remove any more of the existing wall/roof than can be properly protected/completed on the same day. Maintain the building in a safe and weather tight condition throughout the construction period.
9. Take all precautions necessary to protect the building, the contents, and its occupants during the construction period. Any damages caused by the Contractor or his Sub's, or damages caused by acts of nature due to the negligence or bad judgment of the contractor, during the construction phase shall be paid for by the contractor.
10. Lock automotive type vehicles and other mechanized or motorized construction equipment, when parked and unattended. Do not leave vehicles or equipment unattended with the motor running or ignition key in place.
11. All project details and installation methods whether shown or not shown shall comply with standard practices and details as published by the latest building trades (concrete, masonry, steel, carpentry, roofing, etc.) latest edition manuals. Contractor shall modify roofing details and construct methods to conform with manufacturer's recommendations for a specific product. Manufacturer's inspection to insure proper installation methods of their product by the contractor will be required.
12. The prime contractor will be responsible for the material and workmanship of himself and all the subcontractors- workmanship that is not professional to specifications codes, or acceptable to the owner/ architect would not be accepted. Unacceptable work or materials will be removed and replaced with acceptable ones and paid for by the prime contractor. If there is no prime contractor, then it will be the subcontractor's responsibility.
13. Safety: The safety of the building occupants, its staff, and the contractor's work force and subcontractors shall be the responsibility of the prime contractor. The prime contractor shall erect barricades (chain link fencing, overhead protected accesses, bridges with railings, etc.) around the work area as needed to insure safety.
14. Hazards Materials: It is the responsibility of the Suppliers/Manufactures, Contractor (s), and Sub-contractors to remove any hazardous materials from the materials used for the project. These materials shall include but are not limited to asbestos, lead in paint or other materials, formaldehyde, etc. Provide equivalent substitutes at no additional cost to replace hazards materials if any.



**1. THE PROJECT: STARR COUNTY MEMORIAL HOSPITAL MRI ADDITION AND RENOVATION**

**OWNER & LOCATION:** STARR COUNTY MEMORIAL HOSPITAL  
128 N. FM 3167

**ARCHITECT:** DESIGN GROUP INTERNATIONAL  
1701 MIER: LAREDO, TEXAS 78043 – (956) 568-2028

**DATE:** April 2018

**2. SCOPE:**

It is the intent and purpose of these specifications and the accompanying Drawings for the Contractor to provide all work, supervision, labor, materials, transportation and any other services necessary to perform the General Construction for this project, complete in every detail, within the limits shown. The general construction of this project shall be complete in every detail and respect, any omission in these specifications and accompanying Drawings notwithstanding. Any reference, hereinafter, to the word "Contractor shall refer to the General Contractor.

The Project consists of site work (part of Base Bid), and MRI addition (2,453 sq. Ft. part of Base Bid), a canopy addition (583 sq. Ft., part of Base Bid), and an MRI Rehab Area (2864 sq. ft. part of Base Bid). The site work includes but is not limited to a drop-off area for the MRI and kitchen area, relocation of an (8) eight slot parking area, a new fountain, sidewalks, and paving. The additions and Rehab Areas will include demolition, earth and concrete work, masonry, steel work, carpentry, moisture protection including roofing, doors and windows, finishes, specialties, mechanical, electrical, and plumbing. In addition, Alternates include additional work to four other areas of the hospital (mainly mechanical equipment replacement) and other work as described in the **CONTRACT DOCUMENTS** prepared by the Architect.

The Owner will not occupy the site during construction. Cooperate with the Owner and the City to minimize conflicts and facilitate General usage. Perform the Work so as not to interfere with the traffic or Owner's operations.

A Certificate of Substantial Completion will be executed for each portion of the Work occupied prior to Owner occupancy. Obtain a Certificate of Occupancy from local building officials prior to Owner occupancy.

Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Owner will provide operation and maintenance of mechanical electrical systems in occupied portions of the building.

Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed. In all circumstances keep driveways clear at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize requirements for storage of materials.

**3. GENERAL CONTRACTOR'S RESPONSIBILITY**

It is the General Contractor's responsibility prior to the beginning of construction, to acquaint each subcontractor, superintendent of construction, foremen, workmen, service organization, or any one else who is or will be responsible either wholly or partially, for the execution of any section or trade under this contract with all provisions of the General Conditions and all other requirements of the plans and specifications which are applicable or may become applicable to his or their part of the work. The Contractor is fully obligated to the Owner for all work performed by all subcontractors.

**4. DRAWINGS FURNISHED BY THE ARCHITECT**

The Drawings show plans and elevations of the project together with such details as can be conveniently shown. The work shall conform to these drawings and such additional drawings as will be furnished from time to time during construction, including such changes of details as the Architect may consider necessary on account of conditions that are found to exist during the execution of the work. The Contractor shall check all drawings and shall be responsible for the correct fittings together and exact position of all parts of the work. All of the drawings form a part of these specifications.

**SCOPE:** Under no circumstances will bids be submitted or work performed with uncertainty. Questions pertaining to work that does not appear to be sufficiently detailed or explained, or pertaining to the true meaning of any part of the plans or specifications shall be referred to the Architect for clarifications. After execution of the contract, no allowances will be made in favor of the contractor for failing to check dimensions and methods of construction on the plans and the site and reporting any discrepancies to the Architect.

**WORDING OF SPECIFICATIONS:** In order to emphasize the technical provisions and to obtain brevity, the phrases "The contractor shall: Furnish all labor and materials" have at times been omitted from these specifications. Where the word "provide" appears, interpret it to mean "Furnish all Labor, Materials and Equipment necessary for a completed installation". Where "you" is inferred as for example "set in place this item", the inferred "you" means the contractor (or subcontractor) shall.

**CORRELATION OF DRAWINGS AND SPECIFICATIONS:** Generally, the drawings indicate dimensions, while the specifications indicate quality and application of materials. Work indicated on the drawings and not mentioned in the specifications, or vice versa, shall be furnished as though fully set forth in both. Work not particularly detailed, marked or specified shall be the same as similar work that is detailed, marked or specified.

**ERRORS:** Should an error appear in the drawings or specifications, or in the work done by others affecting this work, the contractor shall notify the Architect at once and the Architect will issue instructions as to procedure. If the contractor proceeds with the work so affected without instructions from the Architect, he (the contractor) shall make good any resulting damage or defects. This includes typographical errors in the specifications and notational errors on the drawings where doubt of interpretation.

**5. PROTECTION**

The Contractor shall provide such temporary walks, fences, or other protective structures as are necessary or required for public safety, provide sufficient night guards adjacent to all obstructions during darkness which may be necessary. Protections of the work and safety precautions are the total responsibility of the General Contractor.

**6. EXAMINATION OF DRAWINGS AND SPECIFICATIONS**

Before submitting a proposal, bidders shall carefully examine and read the drawings and specifications, shall fully inform themselves as to all existing conditions and limitations, and shall include in the proposal sum to cover the cost of all items included in the contract. Submitting proposal creates a conclusive presumption that these items have been accomplished.

**7. EXAMINATION OF SITE**

Each subcontractor before submitting proposal for this project shall have examined the site and satisfied himself as to the existing conditions under which he will be required to work, or that, in any way, will affect the work under this contract. No allowance will be made on behalf of the contractor for any error or negligence in determining these existing conditions. Building permit fees are required by State, County or City laws, ordinances and regulations shall be paid by the Contractor. Give all notices necessary in connection therewith. All work shall comply with local and other governing codes, ordinances and regulations, but these requirements do not relieve the Contractor of the responsibility for complying with specifications if the requirements exceed those of governing codes and regulations.

**8. SUBCONTRACTS**

Sections in these specifications conform roughly to customary trade practice. They are used for convenience only. The Contractor is not bound to define the limits of any subcontract.

**9. LAYING OUT WORK**

Contractor shall, immediately upon entering project site for purpose of beginning work, locate all general reference points and take such action as is necessary to prevent their destruction; lay out his own work and be responsible for all

lines, elevations and measurements of building, utilities and other work executed by him under the Contract. He must exercise proper precaution to verify figures shown on the Drawings before laying out work and will be held responsible for any error resulting from his failure to exercise such precaution. A licensed surveyor shall be employed by the Contractor to set grades, lay out buildings, parking areas and improvements.

**10. DATA AND MEASUREMENTS AND EXAMINATIONS**

The data given herein and on the Drawings is as accurate as could be secured. Their absolute accuracy is not guaranteed, and the Contractor shall obtain exact locations, measurements, levels, etc., at the site and shall satisfactorily adapt his work to actual conditions at the project. The Contractor shall examine all drawings including mechanical and electrical and specifications. Drawings are to remain property of the Architect.

**11. DELIVERY AND STORAGE OF MATERIALS**

Each Contractor shall make his own provisions for the delivery and safe storage of his materials and shall make the required arrangements with the Contractors for the introduction into the building of equipment too large to pass through finished openings. Materials shall be delivered at such stages of work as will expedite the work as a whole and shall be marked and stored in such a way as to be easily checked and inspected. The Contractor shall be responsible for adequately protecting all utilities, supplies, and equipment for the work during both cold and hot weather. All items subject to such weather damage shall be protected by covering, insulating, or stored in a conditioned space.

**12. CONTRACTOR'S GUARANTEE** Refer to Section 1740**13. STANDARDS**

All materials used shall meet the latest standards of the American Society for Testing Materials (ASTM) where applicable or as specified herein.

**14. MANUFACTURER'S INSTRUCTIONS**

Install manufactured item in strict accordance with the manufacturer's instructions and recommendations. Provide accessories and incidentals recommended by the manufacturer for proper installation. Furnish to the Architect three (3) complete sets of operating and maintenance instructions and demonstrate to the Owner the procedures for proper operation and functioning of all equipment.

**15. SYMBOLS**

Item of equipment and materials are indicated on the Drawings in accordance with the symbols shown on the plans.

**16. ABBREVIATIONS**

The word "Approved", as used herein means "Approved by Architect and Owner". "For Approval" means "For the Architect and Owner's Approval". "Selected" means "Selected by the Architect and Owner". "ASTM Specifications" means "Standard Specifications of the American Society for Testing Materials, 1916 Race Streets, Philadelphia 3, Pa." "ASME Code or Approved" means "American Society of Mechanical Engineers Applicable Code, Test, or Requirements, 29 West 39th Street, New York". "NBFU" means "National Board of Fire Underwriters, 85 John Street, New York 38, New York". "UL" means "Underwriters Laboratories, Inc., 207 East Ohio Street, Chicago 11, Illinois".

Others: "ea."- each "ft."- feet, foot "NIC" not in contract "or eq."- or equal  
 "RE:"- refer to "sq."- square "typ."- typical "WH" water heater "yd."- yard  
 "provide"- (furnish) contractor shall "provide and install"  
 "typical"- provide the same in similar conditions

**17. NUMBER OF SPECIFIED ITEMS REQUIRED**

Where in these Specifications an article, device or piece of equipment is referred to in the singular number, such reference shall apply to as many such articles as are shown on the Drawings or required to complete the installation.

**18. EQUIVALENTS**

Where, in these Specifications, one certain kind or brand of manufacturer or material are named, it shall be regarded as the required minimum standard of quality. Proposed substitutes may be written and presented as deviations of Specifications for review by the Architect.

**19. SIGNS AND ADVERTISING**

Signs advertising materials or subcontractors will not be allowed

**20. TEMPORARY FIELD OFFICE**

General Contractor shall provide and maintain a temporary weather tight field office at the site, equipped with telephone, lights, plan desks and plan files. Office shall be of sufficient size for use of Contractor and Architect's Representative. Office may be an area within the project area designated as such and shall be removed when work is completed. The telephone at the job office shall be in operation from commencement of construction at the site until the acceptance of all buildings.

**21. TEMPORARY UTILITIES**

**UTILITIES:** General Contractor shall make arrangements for and furnish, at his own expense, all water, electricity, lighting, telephone, and other utilities necessary for construction purposes, as required to adequately complete this contract.

**TEMPORARY WIRING:** The Electrical Contractor shall provide temporary connections for fan motors, oil burners, etc., when heat or ventilation is required during the course of construction of the project.

The Electrical Contractor shall also provide temporary power and lighting facilities to include the following: Approved service connections and metal installations from the nearest power service to a point convenient for and available to all trades. Each Contractor shall provide, at his own expense, temporary wiring from the temporary service to the places where his work is being performed. The General Contractor shall pay for all electricity used by contractors for temporary light and power.

**22. TEMPORARY TOILETS**

General Contractor shall provide and maintain temporary toilets as necessary for use of workmen. Locate toilets where directed. Keep toilets in sanitary condition. All sanitary arrangements shall be acceptable to the public authorities having jurisdiction.

**23. TEMPORARY ENCLOSURES**

All openings shall be closed as necessary to retain temporary heat and to prevent rain and snow from entering the building.

**24. ELECTRICAL**

Each Contractor shall furnish all equipment pertaining to his work including motors, relays, control devices, etc. The Electrical Contractor shall furnish and install all disconnect switches and motor starters except those in "prewired" or "Packaged" unit. Multi-speed starters shall be furnished by the Contractor supplying the equipment to be controlled. Each Contractor shall install motors pertaining to his work and all equipment except those requiring only line voltage connections. These items shall be installed and connected by the Electrical Contractor. Each Contractor shall submit complete wiring and control diagrams for Architect's approval and be responsible for proper operation. Wiring shall be in accordance with the Drawings and Specifications and per approved Wiring Diagrams. The Electrical Contractor shall be responsible for proper overload protection for all motors. Prior to submitting his proposal, the Electrical Contractor shall examine the General and Mechanical Drawings and Specifications to clarify the extent of his work.

**25. CODES: IBC, 2003 ed.**

The Contractor is to perform the work in accordance with the respective codes involved and the codes which apply to the project area. Also, all materials, installation, and work must conform to all applicable federal, state, county and city regulations, laws and ordinances. No claims for additional payment will be approved for changes required to comply with codes, ordinances, and regulations governing electrical and mechanical services and installation, since it is the Contractor's responsibility for familiarizing himself with such requirements before submitting his proposal.

**26. PERMITS, FEES, INSPECTIONS AND ASSESSMENTS**

Each Contractor and Subcontractor shall take out and shall pay for all permits, fees, licenses, and inspections required by state and/or local authorities which pertain to his portion of work

**27. EQUIPMENT AND CONSTRUCTION METHODS**

The Contractor shall be responsible for the equipment and methods used in the erection of his work covered by the Contract, but the Owner reserves the right to approve such equipment and methods. If, at any time, the Contractor's working force, in the opinion of the Architect and Owner shall be inadequate for securing the necessary progress, as herein stipulated, the Contractor shall, if so directed, increase the force or equipment to such extent as to give reasonable assurance of compliance with the schedule of progress, but the failure of the Architect to make such demand shall not relieve the Contractor of his obligation to secure the quality, the safe conduct of the work, and the rate or progress required by the safety, efficiency and adequacy of his plan, appliance and methods. Workmanship shall be of the best. The good appearance of finished work shall be of equal importance with its mechanical efficiency. No makeshifts will be permitted anywhere in the work and all portions of the work shall be so laid out and installed that the work as a whole is of uniform quality and appearance

**28. CLEANING**

Refer to Section 1040, 1311, and 1700.

**29. SUBSTITUTION FOR MATERIALS SPECIFIED**

Whenever a material, article or item of equipment is identified in the Contract Documents by reference to manufacturer's names, trade names, catalog numbers, etc. it is intended to establish the minimum standard required. Any material, article, or equipment of other manufacturers which will adequately perform may be proposed for substitution. Such proposals must receive the opinion of the Architect, that they are of equal substance and function and then receive the approval of the Owner. Such items shall not be purchased and used without first the Architect's approval and then the approval of the Owner. All items of material or equipment proposed by Contractor as equal substitutions for items of material or equipment which are specified as "Similar To" or "Equal To, shall be equal in every respect to the quality, quantity, performance, appearance, color, finish, gauge and size of that item which has been used as a basis of equality. The entire cost of all changes of any type necessitated by the substitutions for the material or equipment as specified shall be borne entirely by the Contractor making the substitution at no extra cost to the owner and with no extension of time. Submit 3 copies of each request for substitution. In each request identify the product or fabrication or installation method to be replaced by the substitution; include related specification section, drawing numbers, and complete documentation showing compliance with the requirements for substitutions. All substitutions shall be made no later than seven days before bids are revealed. Should a substitution be accepted, and should the substituted item prove defective or otherwise unsatisfactory for the function intended and within the warranty period, it shall be replaced with the material or equipment specified, without any additional cost to the Owner. All substitutions must be approved **IN WRITING** by the Architect. Without this written approval, no changes or any description within the contract documents will be authorized. The Architect reserves the right to reject any material and/or workmanship either before or after installation which is not indicated in the plans and specifications or the substitutions of which has not been approved by the Architect in writing. The Architect shall select all colors on building materials.

**30. EXTRA COMPENSATION**

Claims for extra compensation shall be made in writing to the Architect before proceeding with the work for which claim is made, in accordance with the provisions of the General Conditions. In the event of dispute, it shall be settled by arbitration in accordance with the procedure set forth in the General Conditions. Reasonable extra compensation will be allowed for changes or additions authorized in writing by the Architect with the approval of the Owner. Such authorization must be given before the work is performed. Extra compensation will not be authorized for work which, though not specifically detailed or specified or is reasonably inferable and/or obviously necessary to maintain the quality of construction and finish established by the plans and specifications.

**31. MISCELLANEOUS**

Each Contractor shall be responsible for the various hangers, sleeves, openings, anchorage, fittings, and other things necessary to the accomplishment of the work. Each Contractor shall be responsible for such excavation and backfilling as he shall require. Backfill, which settles, shall be taken out and recompactd at no cost to the Owner. Signs advertising materials or Subcontractors will **NOT** be allowed.

**32. TESTING**

Material testing consultant shall be selected and paid for by the owner unless otherwise noted.

**33. OCCUPATIONAL SAFETY AND HEALTH ACT**

It shall be the responsibility of the Contractor and/or Contractors to comply with all the requirements of the Occupational Safety and Health Act of 1970 by the U. S. Department of Labor and to require all its subcontractors and employees to comply with this law, and any related State or local laws.

**34. PROJECT SIGN**

Provide and erect an 8' x 8' sign for which a layout will be provided, and which will state the following:

\*Name of the Project & Owner                      \*Name of Architect                      \*Name of the General Contractor  
Do not erect any signs without approval of the Architect

**35. FAIR EMPLOYMENT PRACTICES**

"In connection with the performances of work under this contract or purchase order, the Contractor or Supplier agrees as follows":

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include but not be limited to, the following- Employment, upgrading, demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**36. RIGHTS OF OWNER TO TERMINATE CONTRACT**

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his Sub-contractor, the owner may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract, unless within the ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement for correction to be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination the Owner shall immediately serve notice thereof upon the Surety and the Contractor, provided however, that if the Surety does not commence performance thereof within five (5) days from the date of the mailing of such notice to Surety of termination, the Owner may take over the work and prosecute the same to completion by force amount at the expense of the Contractor and his Surety shall be liable to the owner for any excess cost occasioned the owner thereby, and in such event the Owner may take possession of and utilize in completing the work such materials, appliances and plants that may be on the site of the work and necessary thereof.

**SCHEDULE OF VALUES:** Coordinate preparation of the Schedule of Values with the Contractor's Construction Schedule.

Correlate line item in the Schedule of Values with other schedules and form, including:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| *Contractor's Construction Schedule. | *Application for Payment form. |
| *List of subcontractors.             | *List of products.             |
| *Schedule of submittals.             |                                |

Submit the schedule of values to the architect at the earliest date, but not later than 7 days before the date scheduled for submittal of the initial Application for Payment.

**FORMAT AND CONTENT:** Use the project manual table of contents as a guide to establish the format.

**IDENTIFICATION:** Include the following identification:

- |                             |                                 |
|-----------------------------|---------------------------------|
| *Project name and location. | *Contractor's name and address. |
| *Name of the Architect.     | *Date of submittal              |
| *Project number.            |                                 |

Arrange the Schedule in tabular form with columns to indicate the following for each item:

- |  |                                     |
|--|-------------------------------------|
| *Generic name.   | *Name of manufacturer or fabricator |
| *Name of Subcontractor.  | *Name of supplier                   |
| *Dollar value.   |                                     |
| *Change Orders (numbers) that have affected value.   |                                     |
| *Percentage Of Contract Sum to the nearest one-hundredth percent adjusts to total 100 percent. |                                     |

Break Contract Sum down in enough detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts off to the nearest dollar; total shall equal the contract sum. Temporary facilities and item that are not direct cost of Work-in-place may be shown as separate line items or distributed as general overhead expense. Update and resubmit the schedule when change orders or construction change directives change the contract sum.

**PAYMENT APPLICATION FORMS:** Use AIA Document **G 702** and Continuations Sheets **G 703** as the form for the application.

**APPLICATION PREPARATION:** Complete every entry, including notarization and execution by person authorized to sign on behalf of the Owner. Incomplete applications will be returned without action. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.

**TRANSMITTAL:** Submit 3 executed copies of each application to the Architect within 24 hours; one copy shall be complete including waivers of lien and similar attachments.

**WAIVER OF LIEN:** With each application, submit waivers of lien from every entity who may file a lien arising out of the contract, and related to the work covered by the payment. Submit partial waivers on each item for amount requested, prior to deduction for retainage, on each item. When an application shows completion of an item, submit final or full waivers.

**INITIAL APPLICATION FOR PAYMENT:** Administrative actions and submittals that must precede or coincide with submittal of the first application for payment include:

- \*List of subcontractors.
- \*List of suppliers and fabricators
- \*Schedule of Values.
- \*Contractor's Construction Schedule (preliminary if not final)
- \*Submittal Schedule (preliminary if not final). List of contractor's staff assignments.
- \*Copies of building permits.
- \*Copies of licenses from governing authorities.
- \*Certificates of insurance and insurance policies.
- \*Performance and payment bonds (if required).

**APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION:** Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; reflect Certificates of Partial Substantial completion issued previously for Owner occupancy of designated portions. Administrative actions and submittals that precede or coincide with this application include:

- \*Occupancy permits.
- \*Warranties and maintenance agreements.
- \*Test/adjust/balance records.
- \*Maintenance instructions
- \*Meter readings.
- \*Final cleaning.
- \*Application for reduction of retainage, and consent of surety
- \*Changeover information related to Owner's occupancy

**FINAL PAYMENT APPLICATION:** Administrative actions and submittals which must precede or coincide with submittal of the final payment application include:

- \*Completion of Project closeout requirements.
- \*Completion of items specified for completion after Substantial Completion
- \*Transmittal of required Project construction records to Owner
- \*Certified property survey.
- \*Proof that tax, fees and similar obligations have been paid.
- \*Change of door locks to owner's access.



**GENERAL****Description:**

Work included: Certain alternates have been established as described herein. These are to allow the owner to: Compare costs where alternate materials and methods may be used. Make a decision concerning alternate materials and methods prior to awarding the contract

**Related Work Described Elsewhere:**

Pertinent sections of the specifications describe the materials and methods required under various alternates. The method for stating the proposed contract sum described on the bid form

**Submittals:**

Indicate on the Bid Form a proposal for each alternate listed. If no figure is indicated for an alternate, that alternate may be accepted at no change in the Base Bid. Do not submit alternates other than those described in this section. Do not submit statements qualifying alternates.

**Product Handling:**

If the owner elects to accept one or more Alternates, make all modifications required in furnishing and installation of the selected Alternates to approval of Architect and at no additional cost other than proposed on the Bid Form.

**ALTERNATE NO. 1 (ADDITIVE): All work in Area 3 as noted in Architectural and MEP Plans and related documents.**

Provide all labor, materials, and equipment necessary for completing the work in Area 3 as noted Architectural and Mechanical, Electrical, and Plumbing (MEP) drawings and other related documents including Specs, and all Addenda.

**ALTERNATE NO. 2 (ADDITIVE): All work in Area 2 as noted in Architectural and MEP Plans and related documents.**

Provide all labor, materials, and equipment necessary for completing the work in Area 2 as noted Architectural and Mechanical, Electrical, and Plumbing (MEP) drawings and other related documents including Specs, and all Addenda.

**ALTERNATE NO. 3 (ADDITIVE): All work in Area 4 as noted in Architectural and MEP Plans and related documents.**

Provide all labor, materials, and equipment necessary for completing the work in Area 4 as noted Architectural and Mechanical, Electrical, and Plumbing (MEP) drawings and other related documents including Specs, and all Addenda.

**ALTERNATE NO. 4 (ADDITIVE): All work in Area 5 as noted in Architectural and MEP Plans and related documents.**

Provide all labor, materials, and equipment necessary for completing the work in Area 5 as noted Architectural and Mechanical, Electrical, and Plumbing (MEP) drawings and other related documents including Specs, and all Addenda.

END OF SECTION 1030

**COORDINATION**

Coordinate various elements of the work and entities engaged to perform work; and coordinate the work with existing facilities/conditions, and with work by separate contractors (if any) and by Owner.

**INSTALLATION**

Comply with manufacturer's installation instructions and recommendations to the extent that printed information is more detailing or stringent than requirements contained directly in contract documents.

**CLEANING AND PROTECTION**

Clean each element of the work at the time of installation. Provide sufficient maintenance and protection during construction to ensure freedom from damage and deterioration at time of substantial completion.

The contractor shall maintain areas free from hazardous or obstructive rubbish and debris, due to performance of the general work, during construction. All rubbish shall be confined to the project and not allowed to contaminate adjacent properties. The work shall be continuously cleaned. Refuse and debris to be placed in containers provided by the Contractor for removal not less than weekly and more often as required for cleanliness.

When the electrical systems have been installed, the contractor shall remove all rubbish and debris from the building site, remove all paint, plaster and accumulated dirt from all equipment, fixtures, and piping. At completion of the project, the project shall be cleaned and dusted and all glass surfaces polished clean. All the Contractor's tools construction equipment, machinery, and surplus materials shall be removed from the project site. Entire project site shall be raked with all debris  $\frac{3}{4}$ " dia. or larger removed and hauled to landfill.

**ACCESS**

The contractor shall provide latrines for use of his employees. Contractor's employees will not be allowed to use building facilities.

**SAFETY**

The contractor shall note that the Owner will assume no responsibility for the safety of the contractor's employees.

**THE SAFETY OF THE CONTRACTOR'S EMPLOYEES IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.**

\*The Contractor shall also cordon off areas with equipment, traffic, etc. for the general safety of the public and Owners.

**PROTECTION**

The Contractor shall provide such temporary walks, fences, or other protective structures as are necessary or required for public safety, provide sufficient night guards adjacent to all obstructions during darkness, which may be necessary. Protection of the work and safety precautions is the total responsibility of the General Contractor.

**SECURITY**

The contractor shall assume full responsibility for protection and safekeeping of materials and/or equipment stored on premises.

**RELATED DOCUMENTS**

Drawings and general provisions of Contract, include General and Supplementary Conditions and other Division 1 Specification Sections apply to this section.

**SUMMARY:** The Section specifies administrative & procedural requirements for cutting & patching.

**CUTTING AND PATCHING PROPOSAL:** Approval of procedures for cutting & patching is required before proceeding, submit proposal, describing procedures well in advance of the time cutting and patching will be performed and request approval to proceed. Include the following information, as applicable in the proposal. Describe the extent of cutting and patching required and how it is to be performed; indicate why it cannot be avoided.

Describe anticipated results in terms of changes to existing construction; include changes to structural elements and operating elements as well as changes in the building's appearance and other significant visual elements. List products to be used and firm or entities that will perform work. Indicate dates when cutting and patching is to be performed.

List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disturbed. Where cutting and patching involves addition of reinforcement to structural elements, submit details and engineering calculations to show how reinforcement is integrated with the original structure.

**QUALITY ASSURANCE**

**REQUIREMENTS FOR STRUCTURAL WORK:** Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio. Obtain approval of the cutting and patching proposal before cutting and patching but, not limited to the following structural elements

- |                                   |   |   |
|-----------------------------------|---|---|
| *Timber and primary wood framing. | *Special const. specified by division 13 section. |   |
| *Foundation construction.         | *Structural decking.                              |   |
| *Bearing and retaining walls.     | *Stair system                                     | *Piping, ductwork, vessels & equipment. |
| *Structural concrete.             | *Miscellaneous structural metals.                 |   |
| *Structural steel.                | *Exterior curtain wall construction.              |   |
| *Equipment supports.              | *Lintels.   |   |

**VISUAL REQUIREMENTS:** Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace work cut and patched in a visually unsatisfactory manner.

**PRODUCTS**

**MATERIALS:** Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials.

**INSPECTION:** Before cutting existing surfaces, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered. Before proceeding, meet at the site with parties involved in cutting and patching, include mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

**CUTTING:** Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible review proposed procedures with the original installer, comply with the original installer's recommendations. Where cutting is required, use hand or small power tools designed for sawing or grinding, not

hammering and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

**PATCHING:** Patch with durable seams that are as invisible as possible. Comply with specified tolerances. Where feasible, inspect and test patched areas to demonstrate integrity of the installation. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing. Patch repair or re-hang existing ceilings as necessary to provide an even plane surface of uniform appearance.

**CLEANING**

Thoroughly clean areas and spaces where cutting and patching are performed or uses as access. Remove paint, mortar, oils, putty and items of similar nature completely. Thoroughly clear piping, conduit and similar features before or other finishing is applies. Restore damaged pipe covering to its original condition.

**GENERAL DESCRIPTION**

**SUMMARY:** The procedures and administrative requirements of this section apply to all of the following sections of the specifications, which are involved in alterations to the existing building.

**EXTENT NOTES:** Cut into or partially remove portions of the existing building as necessary to make way for new construction. Include such work as:

1. Cutting, moving, or removal of items that appear to be cut, moved or removed.
2. Cutting, moving, or removal of items not shown to be cut, moved or removed, but which must be cut, moved or removed to allow new work to proceed. Work or items which are to remain in the finished work shall be patched or reinstalled after their cutting, moving or removal, and their joints and finishes made to match adjacent or similar work.
3. Removal of existing surface finishes as needed to install new work and finishes.
4. Removal of abandoned items and removal of items serving no useful purpose, such as abandoned piping or wiring.
5. Repair or removal of dangerous or unsanitary conditions.
6. Removal of unsuitable or extraneous materials not marked for salvage, such as abandoned furnishings, debris, and rotted wood.

**SCHEDULING AND ACCESS**

**OUTAGES:** Utility and service outages shall be kept to a minimum, and will be permitted only with permission from Owner.

**SECURITY:** When keys to locked areas are needed to perform work, obtain from owner. Return keys at end of each day's work.

**ACCESS BY OWNER:** The owner shall have access to the building at all times during adjacent work.

**ALTERATIONS, CUTTING, AND PROTECTION**

**EXTENT:** Cutting and removal work shall be performed so as not to damage adjacent work.

**RESPONSIBLE AND ASSIGNMENT TO TRADES:** Contractor shall assign the work of moving, removal, cutting, patching and repair to trades under his supervision so as to cause the least damage to each type of work encountered, and so as to return the building as much as possible to the appearance of new work. Patching of finish materials shall be assigned to mechanics skilled in the work of the finish trade involved.

**PROTECTION:** Protect remaining finishes, equipment, and adjacent work from damage caused by cutting, moving, removal and patching operations. Protect surfaces which will remain a part of the finished work.

**DISCOVERIES:** Construction, furnishings, and articles of a historic or private nature, which are encountered during cutting, removal and new construction shall be turned over to the owner, or, if the owner's desires for the disposition shall be sought and followed.

**SALVAGE:** \*Salvage sufficient quantities of cut or removed material to replace damaged work or patch new work, where the material cannot be readily obtained in today's market. \*In addition to its specified above or indicated on the drawings to be salvaged, items marked or listed for salvage shall remain the property of the Owner and shall be carefully removed and stored in a dry, secure place. \*Do not incorporate salvaged or used Materials in new construction, except for small quantities of finish material which are difficult to match.

**DEBRIS:** Remove debris promptly from the site each day. Removed material becomes property of the contractor. Load removed material directly on trucks for removal from site. Dispose of removed material legally. Do not burn on site. Do not allow debris to enter sewers.

**PATCHING, EXTENDING, AND MATCHING**

**SKILL:** Patch and extend existing work using skilled mechanics who are capable of matching the existing quality of workmanship. The quality of patched or extended work shall not be less than that specified in Sections of the product and execution Specifications which follow these General Requirements.

**PATCHING:** \*In areas where any portion of an existing finished surface is damaged, lifted, stained or otherwise made imperfect by work of this contract, patch or replace the imperfect portion of the surface with matching material. \*Provide adequate support or substrate for patching of finishes. \*If the imperfect surface was a painted or coated one, repaint or recoat the patched portion in such a way that uniform color and texture over the entire surface results. \*If the surrounding surface cannot be matched, repaint or recoat the entire surface.

**QUALITY:** In the sections of the product and execution specifications which follow these General Requirements, no concerted attempt has been made to describe each of the various existing products that must be used to patch, match, extend or replace existing work. Obtain all such products in time to complete the Work on Schedule. Such products shall be provided in quality, which is in no way inferior to the existing products. The quality of the products that exist in the building, as apparent during pre-bid site visits, shall serve as the Specifications requirement for strength, appearance, and other characteristics.

**TRANSITIONS:** Where new work abuts or finishes flush with existing work, make the transition as smooth and workman like as possible. Patched work shall match existing adjacent work in texture and appearance as to make the patch or transition invisible to the eye at a distance of 3 ft. Where masonry, tile, plaster, metal or other finished surface is cut in such a way that a smooth transition with new work is not possible, terminate the existing surface in a neat fashion along a straight line at a natural line of division and provide trim appropriate to the finished surface.

**MATCHING:** Restore existing work that is damaged during construction to a condition equal to its condition at the time of the start of the Work. At location in existing areas where partitions are removed, patch the floors, walls and ceiling with finish materials to match adjacent finishes.

**OVERALL REQUIREMENTS THAT THE WORK BE COMPLETED:** Where a product or type of construction occurs in the existing building, and it is not specified as a part of the new work, provide such products or types of construction as needed to patch, extend or match the existing work. These Specifications will generally not describe existing products or standards of execution, nor will they enumerate products, which are not a part of the new construction. The existing product is its own Specification. The presence of any product or type of construction in the old work shall cause its patching, extending, or notching to be performed, as necessary to make the work complete and consistent, to identical standards of quality.

**REPAIR:** Replace work damaged in the course of alterations, except at areas approved for repair. Where full removal of extensive amounts of almost suitable work would be needed to replace damaged portions, then filling, spackling, straightening, and similar repair techniques, followed by full painting or other finishing, will be permitted. Examples of work that will frequently be approved for repair rather than replacement: pitting and concealed concrete surfaces, slightly bent ceiling runners, hairline cracks in plaster. If the repaired work is not brought up to standard of new work, it shall be cut out and replaced with new work.

#### **CLEANING**

**EACH SUCCESSIONAL TRADE:** As each trade finishes its work on each part of the alteration work and related new work, it shall clean up its work area and make work surfaces ready for the work of the succeeding trades. Spillage, over-spray, collections of dust or debris, and damage to owner occupied spaces shall be cleaned or remedied immediately by the responsible trade.

**EACH AREA AS IT IS COMPLETED:** Clean up all surfaces, remove equipment, salvage and debris, and return in condition suitable for use by the owner as quickly as possible.

**1. PROGRESS REPORTS**

Provide reports at the end of each week to record progress and problems.

**2. SCHEDULE OF VALUES**

Each prime contractor shall prepare a schedule of values, as required by the General Conditions, in conjunction with the preparation of the progress schedule. Coordinate preparation of the Schedule of Values with the preparation of the progress schedule. Correlate line item with other administrative schedules and forms required for the work, including the progress schedule, payment request form, listing of products and principal suppliers and fabricators and the schedule of submittals. Provide breakdown of the Contract Sum value of the items, and the percentage of the Contract Sum to nearest one-hundredth percent and adjust to total 100 percent.

**3. PAYMENT REQUESTS**

Except as otherwise indicated, the progress payment cycle for each prime Contractor is to be regular. Each application must be consistent with previous applications and payments. Certain applications for payment, such as the initial application, the application at substantial completion, and the final payment application involve additional requirements.

**WAIVERS OF LIEN:** For each payment application, each prime contractor shall submit 'waivers of lien for each entity (including Contractor) who could lawfully and possibly file a lien in excess of \$100 arising out of the Contractor, and related to work covered by the payment. Submit partial waivers for the amount requested, prior to deduction of retainage, on each item. When the application shows completion of an item, submit final or full waivers. The Owner reserves the right to designate which entities involved in the work must submit waivers.

**WAIVER FORMS:** Submit waivers on forms and execute in a manner acceptable to Owner.

**PAYMENT APPLICATION TIMES:** The "date of each progress payment" for each prime Contractor is as indicated in Owner-Contractor Agreement or, if none is indicated therein, it is the 25th day of each month. The period of construction work covered by each payment request is period indicated in Owner Contractor Agreement or, if none is indicated therein, it is period ending 15 days prior to date for each progress payment, and period starts an day following end of preceding period.

**PAYMENT APPLICATION FORMS:** AIA Document G702 and Continuation Sheets; available from "Publications, a Division of The AIA Service Corporation", 1735 New York Ave., N. W. Washington, D. C. 20006 (also available at most local AIA chapter offices).

**APPLICATION PREPARATION:** Except as otherwise indicated, complete every entry provided for on the form, including notarization and execution by authorized persons. Incomplete applications will be returned by the Architect. Entries must match current data of schedule of values, progress schedule and reports. Listing must include amounts on change orders issued prior to last day of the "period of construction" covered by application.

**INITIAL PAYMENT APPLICATION:** The principal administrative actions and submittals which must precede or coincide with submittal of each prime contractor's first payment application can be summarized as follows, but not necessarily by way of limitation:

Listing of subcontractors and principal suppliers and fabricators.

Schedule of principal products.

Schedule of submittals (preliminary if not final).

Listing of Contractor's staff assignments and principal consultants.

Copies of acquired building permits and similar authorizations and licenses from governing authorities for current performance of the work.

Performance and/or payment bonds (if required).

Evidence satisfactory to owner that Contractor's insurance coverage's have been secured.

Data needed by Owner to secure related insurance coverage's  
Initial progress report, including report of pre-construction meeting.

**APPLICATION AT TIME OF SUBSTANTIAL COMPLETION:** Following issuance of Architect's final "certificate of substantial completion" on each prime contractor's work, and also in part as applicable to prior certificates on portions of completed work as designated, a "special" payment application actions and submittals which must precede or coincide with such special applications can be summarized as follows, but not necessarily by way of limitations.  
Occupancy permits and similar approvals or certifications by governing authorities and franchised services, assuring Owner's full access and use of completed work.

Warranties (guarantees), maintenance agreements and similar provisions of contract documents.

Final cleaning of the work.

Listing of Contractors' incomplete work, recognized as exceptions to Architect's certificate of substantial completion.

**FINAL PAYMENT APPLICATION:** The administrative actions and submittals, which must precede or coincide with submittal of each prime contractor's final payment applications can be summarized as follows, but not necessarily by way of limitation:

Completion of project closeout requirements.

Completion of items specified for completion beyond time of substantial completion (regardless of whether special payment application was previously made).

Assurance, satisfactory to Owner, that unsettled claims will be settled and that work not actually completed and accepted will be completed without undue delay.

Transmittal of required project construction records to Owner

Certified property survey (Contractor for General Work).

Proof, satisfactory to owner that taxes, fees and similar obligations of Contractor have been paid.

Removal of temporary facilities, services, surplus materials, rubbish and similar elements.

Consent of surety for final payment.

**APPLICATION TRANSMITTAL:** Each prime contractor shall submit 3 executed copies of each payment, applications, one copy of which shall be complete with waivers of lien and similar attachments. Transmit each copy with a transmittal form listing those attachments, and recording appropriate information related to application in a manner acceptable to Architect. Transmit to Architect by ensuring receipt within 24 hours.



**1. Summary**

- A. Submit to Architect/Engineer, Shop Drawings, Product Data and Samples required by Specification Sections.
- B. Prepare and submit, with Construction Schedule a separate schedule listing dates for submission and review of Shop Drawings. Product Data and Samples will be needed for each product.

**2. Shop Drawings**

- A. Original drawings, prepared by Contractor, Subcontractor, supplier or Distributor, which illustrate some portion of the work; showing fabrication, layout, setting or erection details. No portion of the Contract Documents shall be reproduced for use as part of the Shop Drawings.
- B. Prepared by a qualified detailer.

**3. Product Data**

- A. Manufacturer's Standard Schematic Drawings:
  - 1. Modify drawings to delete information not applicable to project.
- B. Manufacturer's Catalog Sheets, Brochures, Diagrams, Schedules, Performance Charts, Illustrations and other descriptive data.
  - 1. Clearly mark each copy to identify pertinent materials, products or models.
  - 2. Show dimensions and clearances required.
  - 3. Show performance characteristics and capacities.
  - 4. Show wiring diagrams and controls.

**4. Samples**

- A. Physical examples to illustrate materials, equipment or workmanship, and to establish standards by which completed work is judged.
- B. Office Samples of sufficient size and quantity to clearly illustrate:
  - 1. Functional characteristics of product or material.
  - 2. Full range of color samples.
- C. Field Samples and Mock-Ups:
  - 1. Erect at Project Site at location acceptable to Architect.
  - 2. Construct each complete, including work of all trades required in finish work.

**5. Contractor's Responsibilities**

- A. Review and Approve Shop Drawings, Product Data and Samples prior to submission and so indicate over his signature.
- B. Verify:
  - 1. Field measurements.
  - 2. Field construction criteria.
  - 3. Catalog numbers and similar data.
- C. Coordinate submittals with requirements of work and Contract Documents.
- D. Coordinator's responsibility for errors and omission in submittals is not relieved by Architect/Engineer's review of submittal.
- E. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Architect/Engineer's review of submittals, unless Architect/Engineer gives written acceptance of deviations.
- F. Notify Architect/Engineer, in writing at time of submission of deviations in submittals from requirements of Contracts.
- G. Begin no work which requires submittals until return of submittals with Architect/Engineer's stamp and initials or signature indicating review.
- H. After Architect/Engineer's review, distribute copies.

**6. Submission Requirements**

- A. Schedule submissions at least ten days before dates reviewed submittals will be needed.

- B. Shop Drawings: Submit one (1) **REPRODUCIBLE TRANSPARENCY** and one (1) **OPAQUE PRINT** of Shop Drawings.
- C. **Product Data:** Submit number of copies or Products Data which Contractor requires for distribution plus two (2) copies which will be retained by Architect/Engineer
- D. **Samples:** Submit number of Samples specified in each Specification Section.
- E. Accompany submittals with transmittal letter in duplicate, containing:
- F. For work designed by consultants, make submission directly to consultant, and simultaneously submit duplicate of transmittal letter to Architect/Engineer.
- G. Submittals shall include:
  - 1. Date and Revision Dates
  - 2. Project Title
  - 3. The names of:
    - a. Architect/Engineer
    - b. Contractor
    - c. Supplier
    - d. Manufacturer
    - e. Separate detailer when pertinent
  - 4. Contractor's stamp, initialed
  - 5. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.
  - 6. Identification of product materials
  - 7. Field dimensions; clearly identified as such
  - 8. Applicable standards; as *ASTM* or Fed. Specification
  - 9. Identification of deviations
- H. If shop drawings which have been previously submitted for review are resubmitted, they shall clearly note any changes or additions that have been made to the previous submittal.

#### 7. Resubmission Requirements

- A. Shop Drawings
  - 1. Revise initial drawings as required and resubmit as specified for initial submittal.
  - 2. Indicate on drawings any changes which have been made other than those requested by Architect/Engineer.
- B. **Product data and Samples:** Submit new data and samples as required for initial submittal.

#### 8. Architect Duties

- A. Review Submittals with reasonable promptness
- B. Review for:
  - 1. Design concept.
  - 2. Information given in Contract Documents Review of separate item does not constitute review of an assembly in which item functions
- C. Affix stamp initials or signature certifying review of submittal
- D. Return submittals to Contractor for distribution

**PART 1 - GENERAL****1.1 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 quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 2. Requirements for Contractor to provide quality-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.

**1.2 DEFINITIONS**

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full-size, physical example assemblies to illustrate finishes and materials. 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. **Mockups establish the standard by which the Work will be judged.**
- D. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

**1.3 DELEGATED DESIGN**

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

**1.4 SUBMITTALS**

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.
- 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.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.

9. Test and inspection results and an interpretation of test results.
  10. Ambient conditions at time of sample taking and testing and inspecting.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting and re-inspecting.
- 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.

### 1.5 QUALITY ASSURANCE

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- 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 similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.
- G. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.
- H. 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 **seven** <7> 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.

### 1.6 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 the 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, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
  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 the same entity engaged by Owner, unless agreed to in writing by Owner.
  2. Notify testing agencies at least **twenty-four <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. Special Tests and Inspections: Owner will engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.
  1. Testing agency will notify Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
  3. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies
  4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  5. Testing agency will retest and re-inspect corrected work.
- D. 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.
- E. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  3. Submit a certified written report, in duplicate of each test, inspection, and similar quality-control service through Contractor.
  4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
  5. Do not perform any duties of Contractor
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.

4. Facilities for storage and field-curing of test samples
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-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.

## **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 Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
  2. Comply with the Contract Document requirements for Division 1 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.