



PROJECT MANUAL

CENTRAL CITY PUBLIC SCHOOLS

MIDDLE SCHOOL DOOR REPLACEMENT – ARP FUNDS

2815 17TH AVENUE, CENTRAL CITY, NE 68826

CMBA Project #: GI21132

Date: February 10, 2023

CMBA Contact:
CA-1039

Matthew Kreutzer, AIA
(P) 308.384.4444
(E) kreutzer.m@cmbaarchitects.com

Owner:

Central City Public Schools
Jeff Jensen, Superintendent
(P) 308.946.3086
(E) jjensen@centralcityps.org



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SECTION 00 02 00 - INVITATION TO BIDDERS

SEALED BIDS WILL BE RECEIVED FOR THE CONSTRUCTION OF THE CENTRAL CITY PUBLIC SCHOOLS, MIDDLE SCHOOL DOOR REPLACEMENT, 2815 17TH AVENUE, CENTRAL CITY, NEBRASKA.

Proposals will be received until 12:00 p.m. (Noon), Wednesday, March 15, 2023, in the High School Conference Room at Central City Public Schools, 1510 28th Street, Central City, Nebraska.

Proposals will be publicly opened and read aloud at the above date and time, or shortly thereafter.

Proposals will be received for a single general contract for the Work. Low bid will be based on base bid accepted by the Owner plus alternates accepted by the Owner. Substitutions will not be used to determine the low bidder. Faxed bids will not be acceptable. List of sub-contractors used will be required.

Drawings and specifications will be distributed from the following locations:

Central City Public Schools, 1510 28th Street, Central City, NE 68826.

BID DOCUMENTS SHALL BE RETURNED TO THE ARCHITECT:

CMBA ARCHITECTS
208 N. PINE STREET, SUITE 301
GRAND ISLAND, NEBRASKA 68801

ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE BOARD IS NOT BOUND TO ACCEPT THE LOW PROPOSAL; THE BOARD RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, AND THE BOARD RESERVES THE ABSOLUTE RIGHT TO SELECT THE FIRM OR TEAM WHICH IS, IN THE BOARD'S SOLE DISCRETION, BEST SUITED TO PROVIDING THE REQUESTED SERVICES ON A COMPETENT, TIMELY BASIS, REGARDLESS OF PRICE.

Five percent (5%) Bid Security is required. One hundred percent (100%) Performance Bond and Labor and Material Payment Bond are required.

FOR PURPOSES OF THESE DOCUMENTS, THE OWNER IS USING THE TERM BID(S), BIDDER(S), BIDDING AS SYNONYMOUS WITH THE TERM PROPOSAL(S).

MERRICK COUNTY PUBLIC SCHOOL DISTRICT 61-004

d.b.a. CENTRAL CITY PUBLIC SCHOOLS

1510 28TH STREET

CENTRAL CITY, NEBRASKA 68826

JEFF JENSEN, SUPERINTENDENT

END OF SECTION 00 02 00

SECTION 00 10 00 - INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.01 DEFINITIONS

- A. All definitions set forth in the General Conditions of the Contract for Construction, "AIA Document A201", 2017 Edition, are applicable to these Instructions to Bidders.
- B. Bidding Documents include the Invitation to Bid, Instructions to Bidders, the Bid Form and the proposed Contract Documents, including any Addenda issued prior to receipt of bids.

1.02 QUALIFICATION OF BIDDERS

- A. The Owner will not award the Contract to any bidder who does not furnish, upon request, satisfactory evidence that the bidder has the necessary ability and experience in work of this character and the necessary financial resources, facilities, and plant to enable the bidder to prosecute the work successfully and promptly and complete it within the time required by the Contract.

1.03 CLARIFICATION OF BIDDING REQUIREMENTS

- A. **Each bidder shall examine the Bidding Documents carefully, visit the site and become familiar with the local conditions under which the work is to be performed,** and not later than seven days prior to the date for receipt of bids, shall make written request to the Architect for interpretation or correction of any ambiguity, inconsistency or error therein which he may discover. Any interpretation or correction will be issued as an Addendum by the Architect. Only a written interpretation or correction by Addendum shall be binding.

1.04 RETURN OF BIDDING DOCUMENTS

- A. All Bidding Documents shall be returned in good condition to the office of the Architect within ten (10) calendar days after the opening of bids. The deposit on Bidding Documents will not be returned if a bid is not submitted or Bidding Documents are not returned.

1.05 MINIMUM HOURLY WAGE RATES

- A. **Davis-Bacon Act (DBA).** The Daviss-Bacon Act is applicable to contracts in excess of \$2,000 for construction, alteration or repair, including painting and decorating, of public buildings and public works to which the federal government or District of Columbia is a party. The DBA requires (in part):
 - 1. Payment of no less than wages (including fringe benefits) prevailing in the locality on projects of similar character as determined by the DOL.
 - 2. Payment of wages not less often than once per week.
 - 3. Posting of the applicable wage decision at the job site.
 - 4. Other statutes (Davis-Bacon Related Acts, aka DBRA) contain provisions that impose Davis-Bacon wage requirements on projects/contracts that are funded or assisted (rather than contracted for directly) by federal agencies or the District of Columbia. HUD program legislation frequently contains such provisions and are, therefore, Davis-Bacon Related Acts.
- B. **Copeland (anti-kickback) Act (CA).** The Copeland Act is applicable to contracts/projects subject to Davis-Bacon wage requirements. The CA (in part):
 - 1. Regulates deductions that may be taken from employee earnings.
 - 2. Requires the certification, submission and retention of weekly payroll reports.
 - 3. Prohibits "kickbacks" from employee earnings.

4. The anti-kickback prohibition is not applicable where the nature of federal assistance is only insurance or a loan guarantee. **All** programs implemented by LCAs are subject to the anti-kickback provision of the CA.
- C. **Contract Work Hours and Safety Standards Act (CWHSSA).** The Contract Work Hours and Safety Standards Act is applicable to prime contracts valued in excess of \$100,000. Any contracts subordinate to a covered prime contract are likewise covered. CWHSSA (in part):
1. Mandates premium pay (time and one half on base wages, plus any fringe benefits) for all hours worked on the site of the covered work in excess of 40 hours per week.
 2. Requires premium overtime pay only when all hours considered under CWHSSA overtime requirements - 40 hours plus additional (O/T) hours - are performed on CWHSSA-covered site(s) of work.
 3. Includes watchmen and guards in the classes of workers entitled to premium overtime pay requirements.
 4. Imposes liquidated damages at the rate of \$10 per day/violation - any instance where an employee works in excess of 40 hours per week on a daily basis, in addition to full wage compensation.
 5. Is not applicable to projects/contracts where the nature of federal assistance is only insurance or a loan guarantee. **All** programs implemented by LCAs are subject to the overtime provisions of CWHSSA.

1.06 BIDDER'S REPRESENTATION

- A. **Each bidder, by making a bid, represents that the bidder has read and understands the Bidding Documents, and that the bidder has visited the site and has become familiar with the local conditions under which the work is to be performed.**

1.07 BID GUARANTEE REQUIREMENTS

- A. No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of the bids without the consent of the Owner.
- B. A certified check or bank draft payable to the Owner or a satisfactory bid bond executed by the Bidder and acceptable sureties, in an amount equal to five percent (5%) of the amount of the bid shall be submitted with each bid. The successful bidder will be required to furnish, and pay for, a satisfactory performance and payment bond or bonds in the full amount of the Contract Sum. Check or bid bond will be retained as liquidated damages in case the bidder awarded the contract fails to furnish the required performance bond or to sign the contract within ten (10) days after notification of the award.

1.08 PERFORMANCE BOND AND LABOR AND MATERIAL BONDS

- A. The Contractor shall furnish the Owner with a Surety Bond in the amount equal to One Hundred Percent (100%) of the contract price as security for the faithful performance of this contract and in the amount of One Hundred Percent (100%) as security for the payment of all persons performing work, labor, and furnishing materials in connection with this contract in such AIA Forms (AIA Document A312), as the Owner may prescribe and issued by an approved Surety Company authorized to do business in Nebraska. The Performance Bond shall include a maintenance clause to secure performance of the Contractor's guarantee.

1.09 CONTRACTOR'S GUARANTEE

- A. The Contractor shall guarantee all work executed under this Contract both as to materials and workmanship, for a period of twelve (12) months after the date of acceptance.

1.10 SUBSTITUTION OF MATERIALS AS SPECIFIED

- A. All proposals shall be based on furnishing and installing materials or items of equipment which are hereinafter specified by name and/or manufacturer or which are approved equal by the Architect prior to bidding.
- B. All items proposed by the Contractor to be equal to the specified item shall be submitted to the Architect for approval TEN (10) working days before bidding. Proposed items shall be suitable in every respect of quality, quantity, performance, appearance and size to the specified item. The opinion of the Architect shall be the sole and final judge as to the suitability of equality of the proposed item.
- C. Only the specified items or approved equal items as mentioned above will be acceptable in the base bid. Other contractors are invited to bid their corresponding items as substitutes to the specified or approved equal items. Substitutes shall be listed as such, separately on the proposal form, together with the price difference for those items which may be deducted from or added to his base bid.
- D. The item bid as a substitute does not imply equality with the specified item, and the Architect reserves the right to evaluate the substitute item after bidding.
- E. The entire cost of all changes of any type necessitated by the substitute item shall be borne by the contractor making the substitution.
- F. After contracts are signed, substitutions WILL NOT be allowed.

1.11 BIDDING PROCEDURES

- A. All bids must be prepared on the Bid Forms provided by the Architect and submitted in a sealed envelope identified as follows:
 - 1. Bid for (Project Name)
 - 2. Submitted by (Bidder's Name and Address)
- B. Bidder shall make no additional stipulation on the Bid Form, nor qualify his bid in any other manner.
- C. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Invitation to Bid, or prior to any extension thereof issued to the bidders. Bids received after the time and date for receipt of bids will be returned unopened.
- D. Unless otherwise provided in any supplement to these Instructions to Bidders, no bidder shall modify, withdraw or cancel his bid, or any part thereof, for thirty (30) days after bid opening.
- E. Faxed bids will not be acceptable.

1.12 REJECTION OF BIDS

- A. The bidder acknowledges the right of the Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder failed to furnish any required bid security or to submit the data required by the Bidding Documents, or if the bid is in any way incomplete or irregular.

1.13 AWARD OF CONTRACT

- A. The Owner reserves the right to award the contract to any responsible bidder on the basis of the bid considered in his best interest. The low bid will be determined by the low base bid plus alternates accepted by the Owner. Substitutions will not be used to determine the low bidder.
- B. The contract for this project shall be AIA Document A101, 2017 Edition.

1.14 SUBMISSION OF POST-BID INFORMATION

- A. Before a contract is executed, the selected bidder shall supply to the Architect the following:

- B. A breakdown of the Contractor's bid sufficiently detailed to show costs of the various parts of the work.
- C. Any additional cost information indicated in the bid and proposed substitutions.
- D. Certificates of insurance covering all insurance required of the Contractor, ACORD Form.
- E. Performance Bond and Labor and Material Payment Bond.
- F. Complete list of Subcontractors. Owner will review all subcontractors and major suppliers.
- G. Contractor's construction schedule. Preferably a bar chart showing the projected monthly progress of each trade.

P2 PRODUCTS (NOT USED)

P3 EXECUTION (NOT USED)

END OF SECTION 00 10 00



U.S. Department of Housing
and Urban Development

Labor Relations Desk Guide
LR01.DG

DAVIS-BACON

LABOR STANDARDS

*A Contractor's Guide
to Prevailing Wage Requirements
for Federally-Assisted Construction Projects*

*January 2012
Previous versions obsolete*



INTRODUCTION

This Guide has been prepared for you as a contractor performing work on construction projects that are assisted by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to any Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

Visit the Office of Labor Relations on-line:

<http://www.hud.gov/offices/olr>

Obtain additional copies of this Guide and other publications at our website or by telephone from HUD's Customer Service Center at (800)767-7468.

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CHAPTER 1 LAWS, REGULATIONS, CONTRACTS AND RESPONSIBILITIES

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

1-1 DAVIS-BACON AND OTHER LABOR LAWS.

- a. **The Davis-Bacon Act (DBA).** The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U. S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

- b. **The Contract Work Hours and Safety Standards Act (CWHSSA).** CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts **except** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

CWHSSA does not apply to prime contracts of \$100,000 or less. In addition, some HUD projects are not covered by CWHSSA because some HUD programs only provide loan guarantees or insurance. CWHSSA also does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., Davis-Bacon wage rates, or HUD-determined rates for operation of public housing and Indian block grant-assisted housing). However, even though CWHSSA overtime pay is not required, Fair Labor Standards Act (FLSA) overtime pay is probably still applicable. (See also Labor Relations Letter SL-95-01, CWHSSA Coverage threshold for overtime and health and safety provision, available on-line at the HUD Labor Relations Library at: www.hud.gov/offices/olr/library.cfm)

-
- c. **The Copeland Act (Anti-Kickback Act).** The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.
 - d. **The Fair Labor Standards Act (FLSA).** The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

1-2 DAVIS-BACON REGULATIONS.

The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in ***Title 29 CFR Parts 1, 3, 5, 6 and 7.*** Part 1 explains how the DOL establishes and publishes DBA wage determinations (aka wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. Part 5 covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available on-line on the World Wide Web:
http://www.dol.gov/dol/allcfr/Title_29.htm

1-3 CONSTRUCTION CONTRACT PROVISIONS

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally bound into the contract specifications.

- a. The labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects

administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction or the HUD-5370-EZ (construction contracts ≤\$100,000) which are used for Public and Indian Housing projects.

HUD program labor standards forms are available on-line at:
www.hud.gov/offices/adm/hudclips/index.cfm

- b. Davis-Bacon Wage Decisions. The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is “locked-in” and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:
<http://www.wdol.gov>

1-4 RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR

The principal contractor (also referred to as the ***prime*** or ***general contractor***) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator, below.)

To make this Guide easier to understand, the term “prime contractor” will mean the principal contractor; “subcontractor” will mean all subcontractors including lower-tier subcontractors; and the term “employer” will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

1-5 RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR.

The **contract administrator** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 2-1, **The Wage Decision**) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see 2-6, **Compliance Reviews**) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Relations field staff. But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs), Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for you remains essentially the same.

The DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

CHAPTER 2 HOW TO COMPLY WITH LABOR STANDARDS AND PAYROLL REPORTING REQUIREMENTS

WHERE TO START? Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

SECTION I - THE BASICS

2-1 **THE WAGE DECISION.**

Davis-Bacon labor standards stipulate the wage payment requirements for Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications that may be needed for the project. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed. If you don't have it already (and by now you should), you'll want to get a copy of the applicable Davis-Bacon wage decision.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 1-3, Construction Contract Provisions.

- a. **The work classifications and wage rates.** A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the contract administrator (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.

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- b. **Posting the wage decision.** If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of the DOL Davis-Bacon poster titled Employee Rights under the Davis-Bacon Act (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The Employee Rights under the Davis-Bacon Act poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

The Employee Rights under the Davis-Bacon Act poster (WH-1321) replaces the Notice to all Employees. The new poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

2-2 **ADDITIONAL "TRADE" CLASSIFICATIONS AND WAGE RATES.**

What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an additional classification and wage rate. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

- a. **Additional classification rules.** Additional classifications and wage rates can be approved if:
1. The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the county where the project is located).
 2. The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)
 3. The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.)
And,
 4. The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

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- b. **Making the request.** A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.
- c. **HUD review.** The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will not approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

- d. **DOL decision.** The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

If the DOL does not approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

2-3 **CERTIFIED PAYROLL REPORTS.**

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

- a. **Payroll formats.** The easiest form to use is DOL's WH-347, Payroll. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

You are not required to use Payroll form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

- b. **Payroll certifications.** The weekly payrolls are called certified because each payroll is signed and contains language certifying that the information is true and correct. The payroll certification language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

DOL's website has Payroll Instructions and the Payroll form WH-347 in a "fillable" PDF format at this address:
www.dol.gov/whd/forms/wh347.pdf

- c. **"No work" payrolls.** "No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. (See tip box, for "no work" payroll exemption!) However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you number payrolls consecutively or if you send a note, you do not need to send "no work" payrolls.

If you number your payroll reports consecutively, you do not need to submit "no work" payrolls!

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- d. **Payroll review and submission.** The prime contractor should review each subcontractor’s payroll reports for compliance prior to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

- e. **Payroll retention.** Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments, for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.
- f. **Payroll inspection.** In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

2-4 **DAVIS-BACON DEFINITIONS.**

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

- a. **Laborer or mechanic.** “Laborers” and “mechanics” mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, and trainees and, for CWHSSA purposes, watchmen and guards. “Laborers” and “mechanics” are the two groups of workers that must be paid not less than Davis-Bacon wage rates.
1. **Working foremen.** Foremen or supervisors that regularly spend more than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered “laborers” and “mechanics” for labor standards purposes for the time spent performing construction work.
 2. **Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

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- b. **Employee.** Every person who performs the work of a laborer or mechanic is “employed” regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working subcontractors, ask the contract administrator or your HUD Labor Relations Field Staff for a copy of Labor Relations Letter LR-96-01, Labor standards compliance requirements for self-employed laborers and mechanics. Labor Relations Letters and other helpful Labor Relations publications are available at HUD’s Labor Relations web site (see the list of web site addresses in the Appendix).

- c. **Apprentices and trainees.** The only workers who can be paid less than the wage rate on the wage decision for their work classification are “apprentices” and “trainees” registered in approved apprenticeship or training programs. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months: 65%; 6 months - 1 year: 70%; etc. The percentage is applied to the journeyman’s wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman’s wage rate on the applicable wage decision for that craft.

1. **Probationary apprentice.** A “probationary apprentice” can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.
2. **Pre-apprentice.** A “pre-apprentice”, that is, someone who is not registered in a program and who hasn’t been DOL- or SAC-certified for probationary apprenticeship is not considered to be an “apprentice” and must be paid the full journeyman’s rate on the wage decision for the classification of work they perform.
3. **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use on the job site cannot exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

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- d. **Prevailing wages or wage rates.** Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate unless you provide bona fide fringe benefits for your employees.
1. **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates provided the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. Accurate time records must be maintained for any piece-work employees. If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.
- e. **Fringe benefits** Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits do not include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

Note that the total hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires \$10/hour basic rate plus \$5/hour fringe benefits, you must pay no less than that total (\$15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay \$15 in base wage with no fringe benefits, or you could pay \$12 basic plus \$3 fringe benefits. You can also off-set the amount of the base wage if you pay more in fringe benefits such as by paying or \$9 basic plus \$6 fringe benefits; as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.

- f. **Overtime.** Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

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- g. **Deductions.** You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to “kick-back” (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee.

Referring, again, to our example above where the wage decision requiring a \$15 total wage obligation (\$10 basic wage plus \$5 fringe benefits) was met by paying \$9 base wage plus \$6 fringe benefits: Note that overtime rates must be based on one and one-half times the basic rate as stated on the wage decision. In the above example, the employer must pay for overtime: \$15/hr (\$9 basic + \$6 fringe) plus \$5 (one-half of \$10, the wage decision basic rate) for a total of \$20 per hour.

- h. **Proper designation of trade.** You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters even if they aren’t considered by you to be fully trained as a Carpenter. Remember, the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.
1. **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each classification in which work was performed only if you maintain accurate time records showing the amount of time spent in each classification of work. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.
- i. **Site of work.** The “site of work” is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. “Site of work” can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

SECTION II - REPORTING REQUIREMENTS

2-5 COMPLETING A PAYROLL REPORT.

What information has to be reported on the payroll form? The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's name; his or her work classification (who is working for you and what do they do?), the hours worked during the week, his or her rate of pay, the gross amount earned (how much did they earn?), the amounts of any deductions for taxes, etc., and the net amount paid (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit!

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

- a. **Project and contractor/subcontractor information.** Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the week dates in the spaces provided. Numbering payrolls is optional but strongly recommended.
- b. **Employee information.** Effective January 18, 2009, payrolls shall not report employee addresses or full Social Security Numbers (SSNs). Instead, the first payroll on which each employee appears shall include the employee's name and an individually identifying number, usually the last 4 digits of the employee's SSN. Afterward, the identifying number does not need to be reported unless it is necessary to distinguish between employees, e.g., if two employees have the same name.

Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for federal labor standards compliance monitoring. Prime contractors may require a subcontractor(s) to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

- c. **Work classification.** Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

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1. **Apprentices or trainees.** The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.
 2. **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.
- d. **Hours worked.** The payroll should show ONLY the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.
- e. **Rate of pay.** Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you do not participate in approved fringe benefit programs, add the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.
1. **Piece-work.** For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.

The effective hourly rate must be reflected on the certified payroll and this hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the overtime rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires \$10/hour basic plus \$5/hour fringe benefits, the overtime rate would be: $(\$10 \times 1 \frac{1}{2}) + \$5 = \$20/\text{hour}$.

- f. **Gross wages earned.** Show the gross amount of wages earned for work performed on this project. Note: For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, \$425.40/\$764.85) and base deductions and net pay on the "all projects" earnings.

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- g. **Deductions.** Show the amounts of any deductions from the gross earnings. “Other” deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

- h. **Net pay.** Show the net amount of wages paid.
- i. **Statement of compliance.** The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Only one Statement of Compliance is required for each employer’s weekly payroll no matter how many pages are needed to report the employee data.

- j. **Signature.** Make sure the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. Signatures in pencil; signature stamps; xerox, pdf and other facsimiles are not acceptable.

SECTION III - PAYROLL REVIEWS AND CORRECTIONS

2-6 COMPLIANCE REVIEWS.

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see 1-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

- a. **On-site interviews.** Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, Record of Employee Interview, and forward the interviews to the contract administrator.
- b. **Project payroll reviews.** The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days and hours worked on the job site, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

2-7 TYPICAL PAYROLL ERRORS AND REQUIRED CORRECTIONS.

The following paragraphs describe common payroll errors and the corrective steps you must take.

- a. **Inadequate payroll information.** If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.
- b. **Missing identification numbers.** If the first payroll on which an employee appears does not contain the employee's individually identifying number, the employer will be asked to supply the missing information. This information can be reported on the next payroll submitted by the employer if the employer is still working on the project. Otherwise, the employer will be asked to submit a correction certified payroll.

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- c. **Incomplete payrolls.** If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a correction certified payroll.
- d. **Classifications.** If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision or the employer may request an additional classification and wage rate (see 2-2). If reclassification results in underpayment (i.e., the wage rate reported on the payroll is less than the rate required for the new classification), the employer will be asked to pay wage restitution to all affected reclassified employees. (see 2-8 for instructions about wage restitution.)
- e. **Wage rates.** If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.
- f. **Apprentices and trainees.** If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is not registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.
- g. **Overtime.** If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:
1. If the project is subject to CWHSSA overtime requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at \$10 per day per violation. Or,
 2. If the project is not subject to CWHSSA, the employer will be notified of the possible FLSA overtime violations. Also, the contract administrator may refer the matter to the DOL for further review.
- h. **Computations.** If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.
- i. **Deductions.** If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

- j. **Fringe benefits.** If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the Statement of Compliance], the employer may be asked to submit correction certified payrolls and will be required to pay wage restitution if underpayments occurred. However, if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate plus the fringe benefit rate), no correction is necessary.
- k. **Signature.** If the payroll Statement of Compliance is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principle of the firm and that person has not been authorized by principle to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature of a principle or other authorized signatory.
- l. **On-site interview comparisons.** If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a correction certified payroll report.
- m. **Correction certified payroll.** Any and all changes to data on a submitted payroll report must be reported on a certified correction payroll. In no case will a payroll report be returned to the prime contractor or employer for revision.

2-8 **RESTITUTION FOR UNDERPAYMENT OF WAGES.**

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions. All wages paid to laborers and mechanics for work performed on the project, including wage restitution, must be reported on a certified payroll report.

- a. **Notification** to the Employer/Prime contractor. The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

- b. **Computing wage restitution.** Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the adjustment rate. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.
- c. **Correction certified payrolls.** The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution is due and their work classification; the total number of work hours involved (daily hours are usually not applicable for wage restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A properly signed Statement of Compliance must accompany the correction payroll.

HUD no longer requires the signature of the employee on the correction payroll to evidence employee receipt of restitution payment. In addition, except in the most extraordinary cases, HUD no longer requires employers to submit copies of restitution checks (certified, cashiers, canceled or other), or employee-signed receipts or waivers.

- d. **Review of correction CPR.** The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a correction certified payroll within 30 days.
- e. **Unfound workers.** Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required

to place in a deposit or escrow account an amount equal to the total gross amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.

CHAPTER 3 LABOR STANDARDS DISPUTES, ADMINISTRATIVE REVIEWS, WITHHOLDING, DEPOSITS AND ESCROW ACCOUNTS, AND SANCTIONS

WHAT HAPPENS WHEN THINGS GO WRONG?

3-1 INTRODUCTION.

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, “things going wrong” usually means there’s a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before the DOL; or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

3-2 ADMINISTRATIVE REVIEW ON LABOR STANDARDS DISPUTES.

As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

- a. **Additional classifications and wage rates.** Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.
 1. **Reconsideration.** The DOL normally identifies the reasons for denial in its response to the request. Any interested person (for example, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. (See 2-2(d), and also DOL Regulations 29 CFR 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

2. **Administrative Review Board.** Any interested party may request a review of the Administrator's decision on reconsideration by the DOL's Administrative Review Board. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR 1.9.)

b. **Findings of underpayment.** Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) or to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

1. **DOL review.** The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the DOL of the results of its review. If DOL concludes that violations have occurred, you will be given an opportunity to correct any underpayments or to request a hearing before a DOL Administrative Law Judge (ALJ). (See DOL Regulations 29 CFR 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)

2. **Administrative Review Board.** Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

3-3 WITHHOLDING.

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within 30 days after written notification to the prime contractor. DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is considered to be serious and is not taken unless warranted. If withholding is deemed necessary, you will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

3-4 DEPOSITS AND ESCROWS.

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and final payments provided the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or escrow account is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See 1-4, Responsibility of the Principal Contractor, and 2-8, Restitution for Underpayment of Wages.

- a. **Where the parties have agreed to amounts of wage restitution that are due** but the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in 2-8(f) of this Guide.
- b. **Where underpayments are suspected or alleged and an investigation has not yet been completed.** The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor.

If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor.

1. If the employer is unable to make the payments to the workers, e.g., lacks the funds necessary, the contract administrator may make disbursements directly to the workers in the net amounts calculated by the employer. The amounts withheld from the workers for tax deduction will be returned to the employer as payments to workers are made. The employer shall be responsible for reporting and transmitting withholdings to the appropriate agencies.

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2. If the employer is not cooperating in the resolution, the contract administrator shall make disbursements to the workers in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above (See 2-8(f) and 3-4(a)).

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained as explained in 3-4(c), below.

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

- c. **Where the parties are waiting for the outcome of an administrative hearing** that has been or will be requested contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

3-5 ADMINISTRATIVE SANCTIONS.

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

- a. **DOL debarment.** Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.
- b. **HUD sanctions.** HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.
 1. **Limited Denial of Participation.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.

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2. **Debarment and suspensions.** In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

3-6 FALSIFICATION OF CERTIFIED PAYROLL REPORTS.

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of \$1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

ACRONYMS AND SYMBOLS

CDBG -	Community Development Block Grant
CFR -	Code of Federal Regulations
CPR -	Certified Payroll Report
CWHSSA -	Contract Work Hours and Safety Standards Act
DBA -	Davis-Bacon Act
DBRA -	Davis-Bacon and Related Acts
DOL -	Department of Labor
FHA -	Federal Housing Administration
FLSA -	Fair Labor Standards Act
HUD -	Housing and Urban Development (Department of)
IHA -	Indian Housing Authority
LCA -	Local Contracting Agency
LDP -	Limited Denial of Participation
O/T -	Overtime
PHA -	Public Housing Agency
S/T -	Straight-time
SAC -	State Apprenticeship Council/Agency
TDHE -	Tribally-Designated Housing Entity
§ -	Section
¶ -	Paragraph

DAVIS-BACON - RELATED WEB SITES*

HUD Office of Labor Relations:
www.hud.gov/offices/olr

HUD Regulations:
<http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>

HUDClips (HUD Forms and Publications):
www.hud.gov/offices/adm/hudclips/index.cfm

DOL Davis-Bacon and Related Acts Homepage:
<http://www.dol.gov/whd/contracts/dbra.htm>

DOL Regulations:
<http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>

Davis-Bacon Wage Decisions:
www.wdol.gov

DOL Forms:
www.dol.gov/whd/programs/dbra/forms.htm

***Web addresses active as of January 2012**

Project Wage Rate Sheet	U.S. Department of Housing and Urban Development Office of Labor Relations	
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Project Name:	Wage Decision Number/Modification Number:
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Project Number:	Project County:
------------------------	------------------------

Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Laborers Fringe Benefits		\$
				Group #	BHR	
Bricklayers			\$			\$
Carpenters			\$			\$
Cement Masons			\$			\$
Drywall Hangers			\$			\$
Electricians			\$			\$
Iron Workers			\$			\$
Painters			\$	Operators Fringe Benefits:		\$
Plumbers			\$			\$
Roofers			\$			\$
Sheet Metal Workers			\$			\$
Soft Floor Workers			\$			\$
Tapers			\$			\$
Tile Setters			\$	Truck Drivers Fringe Benefits:		\$
Other Classifications				Group #	BHR	Total Wage
			\$			
			\$			
			\$			

Additional Classifications (HUD Form 4230-A)

Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Date of HUD Submission to DOL	Date of DOL Approval
			\$		
			\$		
			\$		

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Rev. Dec. 2008

OMB No. 1215-0149
Expires: 12/31/2011

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE			(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK
			MON	TUE	WED				THUR	FRI	FICA	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

(over)

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ (Contractor or Subcontractor) _____ on the _____ (Building or Work) _____; that during the payroll period commencing on the _____ day of _____, and ending the _____ day of _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (Contractor or Subcontractor) _____ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
 (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

U.S. Department of Housing and Urban Development
Office of Departmental Operations and Coordination
Washington, DC 20410

Email: www.OfficeofLaborRelations@hud.gov

**Labor Relations Desk Guide
LR01.DG**



"General Decision Number: NE20210070 10/01/2021

Superseded General Decision Number: NE20200070

State: Nebraska

Construction Type: Building

County: Howard County in Nebraska.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/22/2021
2	06/25/2021
3	07/09/2021
4	09/10/2021
5	09/24/2021
6	10/01/2021

BOIL0083-002 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 41.52	30.36

* ELEC0265-003 08/30/2021

	Rates	Fringes
ELECTRICIAN		
Zone 1.....	\$ 30.00	15.38
Zone 2.....	\$ 30.30	15.41
Zone 3.....	\$ 30.60	15.45
Zone 4.....	\$ 31.00	15.50

ZONE DEFINITIONS:

- Zone 1: 0 to 35 miles from the main Post Office in Lincoln
- Zone 2: 36 to 50 miles from the main Post Office in Lincoln
- Zone 3: 51 to 75 miles from the main Post Office in Lincoln

Zone 4: 76 miles and over from the main Post Office in
Lincoln

ELEV0028-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 47.48	35.825+a+b

FOOTNOTE:

- a. Vacation Pay: 8% for persons with 5 or more years of service, 6% for persons with less than 5 years of service.
- b. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

IRON0021-001 06/01/2021

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 32.35	19.23

LABO1140-010 06/01/2016

	Rates	Fringes
LABORER (Mason Tender, Brick & Hod).....	\$ 20.63	9.40

PLUM0016-009 05/16/2021

	Rates	Fringes
PLUMBER (Excludes HVAC Pipe and System Installation).....	\$ 39.95	13.81

PLUM0464-017 05/30/2021

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and System Installation)....	\$ 39.89	18.71

SHEE0003-006 07/01/2015

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 32.89	14.93

SUNE2012-007 04/19/2012

	Rates	Fringes
BRICKLAYER.....	\$ 26.74	1.83
CARPENTER.....	\$ 17.53	2.21
CEMENT MASON/CONCRETE FINISHER....	\$ 17.80	1.34
LABORER: Common or General.....	\$ 12.39	2.40
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 21.82	2.22
OPERATOR: Loader.....	\$ 16.58	0.94
ROOFER.....	\$ 14.52	0.65

SPRINKLER FITTER (Fire Sprinklers).....\$ 19.07 4.15

TRUCK DRIVER: Dump, Lowboy and Tandem.....\$ 14.56 1.68

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

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

2014.

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

Survey Rate Identifiers

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier. A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA)

This fact sheet provides general information concerning DBRA.

Coverage

DBRA requires payment of prevailing wages on federally funded or assisted construction projects. The [Davis-Bacon Act](#) applies to each federal government or District of Columbia contract in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of [public buildings or public works](#). Many federal laws that authorize federal assistance for construction through grants, loans, loan guarantees, and insurance are Davis-Bacon “related Acts.” The “related Acts” include provisions that require Davis-Bacon labor standards apply to most federally assisted construction. Examples of “related Acts” include the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

Basic Provisions/Requirements

Contractors and subcontractors must pay [laborers and mechanics employed](#) directly upon the [site of the work](#) at least the locally prevailing wages (including fringe benefits), listed in the Davis-Bacon wage determination in the contract, for the work performed. [Davis-Bacon labor standards clauses](#) must be included in covered contracts.

The Davis-Bacon “prevailing wage” is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination. The contractor’s obligation to pay at least the prevailing wage listed in the contract wage determination can be met by paying each laborer and mechanic the applicable prevailing wage entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits. Prevailing wages, including fringe benefits, must be paid on all hours worked on the site of the work.

Apprentices or trainees may be employed at less than the rates listed in the contract wage determination only when they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department.

Contractors and subcontractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency. They are also required to post the applicable Davis-Bacon wage determination with the [Davis-Bacon poster \(WH-1321\)](#) on the job site in a prominent and accessible place where they can be easily seen by the workers.

Davis-Bacon Wage Determinations

Davis-Bacon wage determinations are published on the Wage Determinations On Line website at <https://beta.SAM.gov> for contracting agencies to incorporate them into covered contracts. The “prevailing wages” are determined based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area. Guidance on determining the type of construction is provided in All Agency Memoranda [Nos. 130](#) and [131](#).

Penalties/Sanctions and Appeals

Contract payments may be withheld in sufficient amounts to satisfy liabilities for underpayment of wages and for liquidated damages for overtime violations under the Contract Work Hours and Safety Standards Act (CWHSSA). In addition, violations of the Davis-Bacon contract clauses may be grounds for contract termination, contractor liability for any resulting costs to the government and debarment from future contracts for a period up to three years.

Contractors and subcontractors may challenge determinations of violations and debarment before an Administrative Law Judge (ALJ). Interested parties may appeal ALJ decisions to the Department's Administrative Review Board. Final Board determinations on violations and debarment may be appealed to and are enforceable through the federal courts.

Typical Problems

(1) Misclassification of laborers and mechanics. (2) Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours). (3) Inadequate recordkeeping, such as not counting all hours worked or not recording hours worked by an individual in two or more classifications during a day. (4) Failure of to maintain a copy of bona fide apprenticeship program and individual registration documents for apprentices. (5) Failure to submit certified payrolls weekly. (6) Failure to post the Davis-Bacon poster and applicable wage determination.

Relation to State, Local, and Other Federal Laws

The [Copeland "Anti-Kickback" Act](#) prohibits contractors from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA covered work.

Contractors on projects subject to DBRA labor standards may also be subject to additional prevailing wage and overtime pay requirements under State (and local) laws. Also, overtime work pay requirements under CWHSSA) and the [Fair Labor Standards Act](#) may apply.

Under [Reorganization Plan No. 14 of 1950](#), (5 U.S.C.A. Appendix), the federal contracting or assistance-administering agencies have day-to-day responsibility for administration and enforcement of the Davis-Bacon labor standards provisions and, in order to promote consistent and effective enforcement, the Department of Labor has regulatory and oversight authority, including the authority to investigate compliance.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
[Contact Us](#)

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.



DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



SECTION 00 30 00 - PROPOSAL FORM

A Proposal of: _____
CONTRACTOR'S NAME

CITY, STATE

TO: MERRICK COUNTY PUBLIC SCHOOL DISTRICT 61-004
CENTRAL CITY PUBLIC SCHOOLS
CENTRAL CITY, NEBRASKA

ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE BOARD IS NOT BOUND TO ACCEPT THE LOW PROPOSAL; THE BOARD RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, AND THE BOARD RESERVES THE ABSOLUTE RIGHT TO SELECT THE FIRM OR TEAM WHICH IS, IN THE BOARD'S SOLE DISCRETION, BEST SUITED TO PROVIDING THE REQUESTED SERVICES ON A COMPETENT, TIMELY BASIS, REGARDLESS OF PRICE.

I have received Bidding Documents dated _____ on the above named project. I have also received Addenda No.'s _____ through _____ and have included their provisions in my proposal.

I _____ have completed the "CERTIFICATION OF BIDDER REGARDING FEDERAL LABOR STANDARDS AND DAVIS-BACON ACT" and have included said document with my proposal.

I have examined the Bidding Documents, and submit the following proposal:

LUMP SUM BASE BID:

_____ DOLLARS (\$ _____)

In submitting this proposal, I agree -

1. To hold my proposal open for (30) days after the receipt of proposals.
2. To enter into and execute an "Owner-Contractor Agreement", based upon this proposal, if this proposal is accepted by the Owner.
3. To perform all work required by the Contract Documents.
4. To substantially complete all work by _____.

In submitting this proposal, it is understood that the right to reject any and all proposals has been reserved by the Owner.

Dated this _____ day of _____, 2021.

Please indicate: **Individual** **Partnership** **Corporation**

Signature _____

Printed Name _____

Title _____

Firm Name, if any _____

Address for Communications _____

Phone Number _____

(CONTINUED)

Attest

Signature of Corporate Secretary
(seal)

END OF SECTION 00 30 00

**CERTIFICATION OF BIDDER REGARDING
FEDERAL LABOR STANDARDS AND DAVIS-BACON ACT**

NOTICE: *Must be completed and submitted **WITH** the construction bid or proposal.*

Name of Prime Contractor

Date

Bidder:

This certification is required to insure that the proposed Bidder understands that the Project or program to which the construction work covered by any construction greater than \$2,000, is being assigned by the United States of America and that the various Federal Labor Standards Provisions, summarized in the Form HUD-4010, "Federal Labor Standards Provisions" are included in any such contract, pursuant to the provisions applicable to such Federal assistance. Nothing, however, shall prohibit the payment of more than the prevailing wage rate to any construction worker employed on the construction project.

Wage Determination:

Federal prevailing wage rates for construction labor can be obtained from the Wage Determination Online system:

<https://sam.gov/content/wage-determinations>

Wage Determination Posting:

Every employer performing work covered by the labor standards of the Davis-Bacon and Related Acts must post the **WH-1321 "Employee Rights Under the Davis-Bacon Act"** poster at the site of the work in a prominent and accessible location where it may be easily seen by workers. Contractors and sub-contractors shall post the prevailing wage rates for each craft and classification in a prominent and easily accessible location at the site of the work, or at such places as are used by them to pay workers.

The undersigned is required to ensure that all specifications and/or contracts include all applicable Federal wage rate determinations and the required labor standards provisions summarized by Form **HUD-4010, "Federal Labor Standards Provisions."**

Weekly Certified Payrolls:

It is the responsibility of each contractor and sub-contractor to submit weekly certified payrolls for project work (<https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf>)

Name and Address of Bidder (include ZIP code)

Name and Title of Signer (Print or Type)

Signature

Date

SECTION 01 02 00 - GENERAL CONDITIONS

GENERAL CONDITIONS

1.01 The "General Conditions of the Contract for Construction", AIA Document A201, Sixteenth Edition, dated 2017, Articles 1 to 15 inclusive, is hereby made a part of this Specification.

- A. Where any article is amended or superseded, the AIA provisions of that article not specifically amended or superseded shall remain in effect. Where any article is supplemented, that supplement shall be considered added thereto, and the article shall remain in effect. A copy of the General Conditions is available from the Architect upon request.

1.02 SUPPLEMENTS AND DELETIONS TO THE CONTRACT

- A. Article 5.18 "Reduction or limitation of retainage"
1. When the project is fifty percent (50%) complete, and if the contractor's performance has been to the Owner's satisfaction, contractor shall submit a pay request for fifty percent (50%) of the retainage withheld to that point. Retainage shall be reduced to five percent (5%) for the remainder of the project. If the contractor's performance is not satisfactory, then ten percent (10%) retainage will continue to be deducted on all pay requests until the project is complete.
- B. Article 6.2 "Binding Dispute Resolution"
1. Delete subparagraph.

1.03 SUPPLEMENTS AND DELETIONS TO THE GENERAL CONDITIONS

- A. Article 3.4
1. The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.
- B. Article 3.5 "Warranty"
1. Add to subparagraph 3.5.1:
 2. "The Contractor's guarantee shall be for a period of one (1) year after the date of Substantial Completion, except special guarantees as specified shall take precedence. Any parts found to be defective shall be replaced at the Contractor's expense. In the event that one or more of the defects mentioned above shall appear within the specified period, the Owner shall have the right to continue to use or operate the defective part of the apparatus until the Contractor is able to make repairs or replacements, or until such time as it can be taken out of service without loss or inconvenience to the Owner. In case of defective minor parts, the Owner may, at his own expense, do the work of installing replaced defective parts, provided he finds that it is to his interest to do so.
- C. Article 3.6 "Taxes"
1. Delete Subparagraph 3.6.1 Substitute:
 2. "The Contractor shall NOT be required to pay sales and use tax. The Contractor will be appointed as Purchasing Agent for the Owner for the purpose of obtaining materials to be incorporated into the construction project without the payment of sales or use tax. Procedure to be as required by Nebraska Department of Revenue Form 17.
- D. Article 3.7 "Permits, Fees and Notices"
1. All work shall be in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations.
- E. Article 3.12

1. The Architect's review of Contractor's submittal will be limited to examination of an initial submittal and one (1) resubmittal. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional submittals.
- F. Article 9.8
1. The Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.
- G. Article 11.1 "Contractor's Liability Insurance"
1. Add to subparagraph 11.1.2
 2. "The Contractor, before commencing work, shall submit to the Architect a completed Certificate of Insurance form (see at the end of this section) along with all insurance policies conforming to all coverages called for on the insurance form. Should any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- H. Article 11.5 "Performance Bond and Labor and Material Payment Bond"
1. Add to subparagraph 11.5.1
 2. "The Contractor, before commencing work, shall submit to the Architect a completed Performance Bond and Labor and Material Payment Bond, AIA Document A312. Said Bonds shall be written for the full amount of the contract by a Surety Company acceptable to the Owner and Architect. The Performance bond shall remain in full force and effect for one (1) year following the date of Substantial Completion to secure the performance of the Contractor's Guarantee.

END OF SECTION 01 02 00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AGENT NAME AND ADDRESS	CONTACT NAME:		
	PHONE (A/C No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID #:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED CONTRACTOR NAME AND ADDRESS	INSURER A : COMPANY A		
	INSURER B : COMPANY B		
	INSURER C : COMPANY C		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$ 2,000,000
	<input checked="checked" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="checked" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="checked" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="checked" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	<input checked="checked" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE	\$ 2,000,000
	<input checked="checked" type="checkbox"/> OCCUR						AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	<input type="checkbox"/> DEDUCTIBLE							\$
	<input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="checked" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="checked" type="checkbox"/> N/A						E.L. EACH ACCIDENT	\$ 100,000
	(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
	BUILDERS RISK/ALL RISK - FURNISHED BY OWNER						DEDUCTIBLE OF \$5,000 FOR EACH CLAIM COVERED SHALL BE PAID BY G.C.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

BUILDERS RISK/ALL RISK SHALL INCLUDE CONTRACTORS AND SUBCONTRACTORS OF ANY TIER AS ADDITIONAL INSURED.
 CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY COVERED PER THE INDICATED PROJECT.

CERTIFICATE HOLDER CANCELLATION

OWNER'S NAME AND ADDRESS	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

SECTION 01 04 00 - SPECIAL CONDITIONS

SCOPE

1.01 It is the intent and purpose of these Specifications and the accompanying Drawings for the Contract to provide all work, supervision, labor, materials, transportation, and any other services necessary to perform the General Construction for this building, complete in every detail, within the limits shown. Contractor shall examine the site and existing buildings, and shall verify the scope of the work required.

1.02 FEES AND PERMITS

- A. The Contractor shall secure and pay for all permits and governmental fees as necessary for the completion of the work.

1.03 EXAMINATION OF SITE

- A. Contractor shall visit the site and location of construction, compare the Drawings and Specifications with any work in place, and inform himself as to all conditions, including other work, if any, being performed. The data given herein and on the Drawings is as accurate as could be secured. Their absolute accuracy is not guaranteed as the Contractor shall obtain exact locations, measurements, levels, etc., at the site and shall satisfactorily adapt his work to actual conditions at the building site.

1.04 DRAWINGS AND SPECIFICATIONS

- A. These Specifications are intended to supplement the Drawings. In a case of disagreement between Drawings and Specifications or within either Drawings or Specifications, the better quality or greater quantity of work shall be estimated and the matter referred to the Architect for decision.

1.05 ADDITIONAL SHOP DRAWING REVIEW

- A. Contractor shall be responsible to submit full submittals for each item as described in specifications. Additional reviews by Architect and Consultants over one re-review will result in hourly charge to the Contractor.

1.06 SUBCONTRACTS

- A. Sections in these Specifications conform roughly to customary trade practices. They are used for convenience only. The Architect is not bound to define the limits of any subcontract.
- B. **Each trade shall examine the Drawings and Specifications of other trades to determine his portion of work required for coordination and completion of all the work. No plea of ignorance of conditions that exist or may hereafter exist for failure to make necessary examinations will be accepted as an excuse for failure to complete the contract, or will be accepted as basis for claim of extra compensation.**

1.07 ARCHITECT'S OBSERVATION

- A. The Owner will observe the work through the Architect. The Architect's observation is for the purpose of assuring the Owner that the Drawings and Specifications are being executed in accordance with the Contract.
- B. The Architect will not be responsible for continuous full time observation. Nor is it incumbent on the Architect to give the Contractor early notices of faulty or inferior workmanship or materials.

1.08 MATERIALS FOR THE PROJECT

- A. Material and equipment specified to be one of two or more equally acceptable makes or types, may be of any one of the makes or types mentioned but shall be of one make or type throughout the work. Materials and equipment specified to be of a certain make or type shall be of the make and type specifically mentioned, unless written approval of proposed substitution for material obtained from the Architect.
- B. Unless otherwise specified or shown, all materials shall be new and previously unused. All manufactured products as specified shall be manufactured to meet all applicable State and Local Building and/or Fire Codes.
- C. Whenever 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.
 - 1. No asbestos containing materials will be allowed for use in this project. Material suppliers shall be capable of providing certification upon request that their materials are free of asbestos. If a material specified herein is known or found to contain asbestos, the Architect shall be notified immediately and the material will not be accepted for use on this project. If any material containing asbestos is installed in this project, it shall be appropriately removed and disposed of and replaced with asbestos free materials at the Contractor's expense.

1.09 DELIVERY AND STORAGE OF MATERIALS

- A. Each Contractor shall make his own provision 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 the 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.
- B. Contractor shall be responsible for adequately protecting all utilities, supplies, and equipment for the work during cold weather. All items subject to cold weather damage shall be protected by covering, insulating, or storing in heated space.

1.10 OFF-SITE STORAGE

- A. Any materials stored off-site for which the Contractor wishes to be paid shall meet the following stipulations.
- B. Only materials stored off-site in a warehouse by the General Contractor or the Mechanical Subcontractor or the Electrical Subcontractor will be considered for payment.
- C. Location of storage must be approved in writing by Owner and Architect.
- D. Materials must be segregated and marked at place of storage.
- E. Materials must be insured for full replacement to Owner and a certificate evidencing such coverage shall be submitted with pay request. Certificate shall be per enclosed "Supplemental Agreement - Off Site Storage".

1.11 CONSTRUCTION SIGN

- A. The General Contractor shall provide and install a temporary sign as indicated on the Drawings.

1.12 LAYING OUT WORK

- A. Contractor shall, immediately upon entering project site for purpose of beginning work, locate all general reference points and take such actions as is necessary to prevent their destruction; lay out his own work and be responsible for all lines, elevations and measurements of building,

paving, 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.

1.13 MISCELLANEOUS

- A. Each contractor shall be responsible for the various hangers, sleeves, openings, anchorage, fittings and other things necessary to the accomplishment of the work.
- B. Each contractor shall be responsible for such excavation and backfilling as he shall require. Backfill which settles, shall be taken out and recompacted at no cost to the Owner.
- C. Where work is performed in an existing building, the Mechanical and Electrical Contractors shall provide all cutting and patching ready for paint as required for their work, unless otherwise noted.

1.14 EQUIPMENT AND CONSTRUCTION METHODS

- A. 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.
 - 1. If at any time, the contractor's methods or equipment appear to the Architect and Owner to be inefficient or inadequate for securing the safety of the workmen, the quality of the work, or the rate of progress required, the Contractor shall, if directed by the Architect, correct such inefficient, or inadequate conditions to the satisfaction of the Architect and Owner.
- B. 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 of progress required by the contract. The Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, appliance and methods.
- C. Workmanship shall be of the best. The good appearances of finished work shall be of equal importance with its mechanical efficiency.
 - 1. 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.
- D. All manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturers, unless otherwise provided by the Contract Documents.

1.15 CONSTRUCTION SITE MAINTENANCE

- A. The Contractor shall maintain all areas of the site and of the building free from hazardous or obstructive rubbish and debris, due to performance of the work during construction. An orange polyethylene safety fence shall be erected around the construction limits and shall be maintained until all hazardous operations are complete. Construction debris shall be collected in a location suitably fenced off to prevent wind blown debris. Debris shall be periodically removed from the site. No burning of trash shall be allowed on the site.
- B. Wind and water erosion control as it affects the building operations and neighboring property owners shall be the responsibility of the general contractor. The contractor shall conduct appropriate temporary grading, temporary seeding and watering of exposed ground to prevent objectionable wind erosion and water run-off.
- C. Before final acceptance of the building, the site shall be raked free of debris, walks and drives shall be flushed clean, and all rubbish removed from the site.

1.16 HOUSEKEEPING

- A. When finish work such as flooring, ceilings and wall finishes commences, the Contractor shall remove all rubbish and debris acceptable for finish operations.
- B. Before final acceptance of the building, all rooms shall be cleaned suitable for the intended occupancy. Cleaning shall include washing windows, dusting shelves, fixtures and equipment, mopping floors, vacuuming carpet, and removal of surplus building materials and containers.

1.17 COORDINATION MEETINGS

- A. There will be monthly coordination meetings to review progress of the project. Meetings will be attended by representatives from the Owner, the General Contractor, the Mechanical Contractor, the Electrical Contractor and the Architect. Other subcontractors or subcontractor's representatives will attend as required by the progress of the work and/or as required for coordination. Time and date will be set by the parties involved.

END OF SECTION 01 04 00

SUPPLEMENTAL AGREEMENT - OFF-SITE STORAGE

Project: _____ Date: _____

It is understood and agreed by the undersigned that a portion of the payment made for Application and Certificate for Payment Number _____, issued in favor of _____, Contractor, for work on the above referenced project represents payment for materials and equipment procured and to be furnished and installed under the terms of the contract and which are to be stored off the building site by contractor or subcontractor until used in such construction work such payment being made in advance of, rather than following, delivery of such materials to the building site as required by said construction contract, and under the following conditions:

- 1. Materials and equipment being paid for hereunder are plainly marked as "Property of _____", Owner.
- 2. Materials and equipment are separately located and stored at _____ (name and address of warehouse).

Materials and equipment are segregated in said place of storage and clearly marked "The materials in this space, Property of _____".

- 3. Materials and equipment shall be kept free from any liens or encumbrances by contractor or subcontractor and is insured for full replacement value against loss to the Owner by theft, fire, or other casualty at the expense of the contractor or subcontractor. Proof of insurance is attached.
- 4. Materials and equipment shall be moved to the building site as needed in the construction work without expense to the Owner.
- 5. Materials and equipment paid for and stored as herein provided are as follows:
(show itemized description of material and value).

_____ Value \$ _____

_____ Value \$ _____

_____ Value \$ _____

(If additional space is needed, provide attachment).

CONTRACTOR

BY: _____
Authorized Signature

ATTACH DOCUMENTATION AND PHOTOGRAPHS FOR APPROVAL AND PAYMENT

SECTION 01 05 00 - SPECIAL PROJECT REQUIREMENTS AND PROCEDURES

SCOPE

1.01 Since the Work adjoins existing structures, certain special procedures must be followed to ensure continuous and uninterrupted use of, and access to, the existing building areas by the staff and maintain security.

1.02 GENERAL

- A. The Contractor and all subcontractors shall cooperate fully with the Owner to ensure that work by the Central City Public Schools is not disrupted or compromised by construction activities.
- B. The Owner will work with the Contractor to schedule unavoidable construction activities that may be disruptive to regular operation by the Owner.
- C. The Contractor shall keep in mind that emergency situations within the facilities cannot be controlled and certain disruptive construction activities may need to be temporarily halted to reschedule without notice when these situations arise.
- D. Contractors shall include supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, complete and functional installation.

1.03 SPECIAL REQUIREMENTS

- A. Disruption of Services: When utility services must be unavoidably disrupted in any portion of the existing building, the Owner and the Architect shall be notified at least 72 hours in advance and the work shall not proceed until approved by the Owner.
- B. Interim Life Safety Measures: Certain interim life safety measures must be implemented to temporarily compensate for deficiencies in the NFPA 101-1991 Life Safety Code caused by construction activities. The Contractor will be responsible for the following:
 - 1. The Contractor shall ensure that all required exits from the facility continue to provide free and unobstructed egress throughout construction. Building areas under construction must maintain escape facilities for construction works at all times. **Means of egress in construction areas shall be inspected daily by the Contractor's superintendent who shall be responsible for seeing that egress requirements are maintained.**
 - 2. The Contractor shall ensure that free and unobstructed access during construction for emergency personnel is not impeded by construction activities.
 - 3. The Contractor shall ensure that existing fire alarm, detection and suppression systems are not impaired. Temporary, but equivalent, systems shall be provided when any fire system is impaired and must be approved by the State Fire Marshal. Temporary systems must be tested and inspected monthly. Until fire protection needs are supplied by permanent facilities, install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers", and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations".
 - a. Locate portable fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher near each exit from the construction area.
 - b. Store combustible materials in containers in fire safe locations.
 - c. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, and other access routes for fighting fires.
 - d. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.
 - 4. The Contractor shall develop and enforce storage, housekeeping and debris removal practices that reduce the flammable and combustible fire load of the construction area to

the lowest level necessary for daily operations.

- C. Contractor Parking:
 - 1. Space will be provided near the construction area for parking of job trailers and dumpsters. Contractor's personal vehicles shall be parked as directed by the Owner.
- D. No Tobacco Policy:
 - 1. Central City Public Schools are designated tobacco free facilities. Contractors will **NOT** be allowed to use tobacco on property. This includes the use of vapes or e-cigarettes.

END OF SECTION 01 05 00

SECTION 01 10 00 - SUMMARY

PART 1 GENERAL

1.01 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Type of the Contract.
 - 3. Work phases.
 - 4. Owner-furnished products.
 - 5. Use of premises.
 - 6. Owner's occupancy requirements.
 - 7. Work restrictions.
 - 8. Specification formats and conventions.
- B. Related Sections include the following:
 - 1. Division 1 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Central City Middle School Door Replacement
 - 1. Project Location: 2815 17th Avenue, Central City, Nebraska.
- B. Owner: Merrick County School District 61-004, d.b.a. Central City Public Schools, 1510 28th Street, Central City, NE 68826.
 - 1. Owner's Representative: Jeff Jensen, Superintendent
- C. Architect: CMBA Architects, 208 N. Pine St., Suite 301, Grand Island, NE 68801
- D. The Work consists of the following:
 - 1. The Work includes construction of removal and replacement of existing storefront vestibule doors. Includes associated low voltage electrical work including card readers, ADA operators, and other associated work. Also includes touch up of existing wall and soffit finishes as necessary.

1.03 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

1.04 OWNER'S OCCUPANCY REQUIREMENTS

- A. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of the building before Substantial Completion provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
 - 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.

1.05 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.
- B. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles during the construction.

Do not use these areas for parking or storage of materials.

- C. No Tobacco Policy: Central City Public Schools are designated tobacco free. Contractors will not be allowed to use tobacco on property.

P2 PRODUCTS (NOT USED)

P3 EXECUTION (NOT USED)

END OF SECTION 01 10 00

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.02 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 2. Within time specified in Proposal Request 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.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.
1. 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.
 2. 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.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

1.03 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701. The Contractor's letter of quotation for the requested or required change in the work shall include: A. Itemization of Labor and Material Costs of all aspects of the work whether credit or extra cost; B. Itemized quotations from subcontractors or suppliers for their portion of the work whether credit or extra cost and C.

- Contractors overhead and profit whether credit or extra cost.
- B. Markup for overhead and profit shall be limited as follows:
 - 1. 2nd Tier Subcontractor: 10% Maximum
 - 2. Subcontractor with 2nd tier subcontractor: 5% Maximum
 - 3. General Contractor: 10% Maximum
 - C. Markup for overhead and profit shall be based on the quotation amount submitted and approved only.

1.04 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

P2 PRODUCTS (NOT USED)

P3 EXECUTION (NOT USED)

END OF SECTION 01 26 00



REQUEST FOR INFORMATION (RFI)

ATTN: _____ DATE: ____/____/____

PROJECT NAME: _____ PROJECT #: _____

PROJECT LOCATION: _____

SUBJECT: _____

REQUEST:

REPLY:



ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS (ASI) -

PROJECT:

PROJECT #:

DATE:

TO:

COMPANY:

FROM:

COMPANY: CMBA ARCHITECTS

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time.

DESCRIPTION:

ATTACHMENTS:

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

1.02 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. Submittals Schedule.
 - c. Contractor's Construction Schedule.
 - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Submit draft of AIA Document G703 Continuation Sheets.
 - 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 several line items for principal subcontract amounts, where appropriate.
 - 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 - 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.
 - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
 - 6. 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.
 - 7. 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.

1.03 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
- F. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
 - 1. Evidence of completion of Project closeout requirements.
 - 2. Updated final statement, accounting for final changes to the Contract Sum.
 - 3. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 - 4. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 - 5. AIA Document G707, "Consent of Surety to Final Payment."

P2 PRODUCTS (NOT USED)

P3 EXECUTION (NOT USED)

END OF SECTION 01 29 00

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.01 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination Drawings.
 - 2. Administrative and supervisory personnel.
 - 3. Project meetings.
 - 4. Requests for Interpretation (RFIs).
- B. Related Sections include the following:
 - 1. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.02 DEFINITIONS

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

1.03 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications 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. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors 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.

1.04 SUBMITTALS

- A. See Section 013300 - Submittal Procedures.

1.05 PROJECT MEETINGS

- 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 and Architect of scheduled meeting dates and times.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner, Contractor and Architect, but no later than 15 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, Architect, and their 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 and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Submittal procedures.
 - j. Preparation of Record Documents.
 - k. Use of the premises.
 - l. Work restrictions.
 - m. Owner's occupancy requirements.
 - n. Responsibility for temporary facilities and controls.
 - o. Construction waste management and recycling.
 - p. Parking availability.
 - q. Office, work, and storage areas.
 - r. Equipment deliveries and priorities.
 - s. First aid.
 - t. Security.
 - u. Progress cleaning.
 - v. Working hours.
 - 3. Minutes: Record and distribute meeting minutes.
- C. Progress Meetings: Conduct progress meetings at regular intervals. Coordinate dates of meetings with preparation of payment requests.
 - 1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the 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.
 - 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.
 3. Minutes: Record and distribute the meeting minutes.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.06 REQUESTS FOR INTERPRETATION (RFIs)

- 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.
- 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 Architect.
 5. RFI number, numbered sequentially.

6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. 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.
 10. Contractor's signature.
 11. 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. Hard-Copy RFIs:
1. Identify each page of attachments with the RFI number and sequential page number.
- D. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow seven working days for Architect'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 Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
 3. Architect'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 1 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within five days of receipt of the RFI response.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within five 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 at scheduled progress meetings. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01 31 00

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
 - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
 - 3. Division 01 Section "Closeout Procedures" for submitting warranties.
 - 4. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 5. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 6. Division 01 Section "Demonstration and Training" for submitting videotapes of demonstration of equipment and training of Owner's personnel.
 - 7. Division 02 through 16 Sections for specific requirements for submittals in those sections.

1.02 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.03 SUBMITTAL PROCEDURES

- 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 architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate required installation sequences.
 - c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
 - 2. Sheet Size: At least 8-1/2 by 11 inches but no larger than 30 by 42 inches.
 - 3. Number of Copies: Submit a minimum of five opaque copies of each submittal. Architect will retain two copies and return remainder. If using electronic submittal procedures only 1 copy required for Owner.
 - a. Submit five copies where Coordination Drawings are required for operation and maintenance manuals. Architect will retain two copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.
 - 4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.
- B. Electronic Submittal Procedures

1. Summary:
 - a. Shop drawing and product data submittals shall be transmitted to Architect in electronic (PDF) format using Submittal Exchange, a website service designed specifically for transmitting submittals between construction team members.
 - 1) The intent of electronic submittals is to expedite the construction process by reducing paperwork, improving information flow, and decreasing turnaround time.
 - 2) The electronic submittal process is not intended for color samples, color charts, or physical material samples. Submit actual samples.
 - b. Procedures:
 - 1) Submittal Preparation - Contractor may use any or all of the following options:
 - a) Subcontractors and Suppliers provide electronic (PDF) submittals to Contractor via the Submittal Exchange website.
 - b) Subcontractors and Suppliers provide paper submittals to General Contractor who electronically scans and converts to PDF format.
 - c) Subcontractors and Suppliers provide paper submittals to Scanning Service which electronically scans and converts to PDF format.
 - 2) Contractor shall review and apply electronic stamp certifying that the submittal complies with the requirements of the Contract Documents including verification of manufacturer/ product, dimensions and coordination of information with other parts of the work.
 - 3) Contractor shall transmit each submittal to Architect using the Submittal Exchange website, www.submittalexchange.com.
 - 4) Architect/Engineer review comments will be made available on the Submittal Exchange website for downloading. Contractor will receive email notice of completed review.
 - 5) Distribution of reviewed submittals to subcontractors and suppliers is the responsibility of the Contractor.
 - 6) Submit one paper copy of submittal for Owner's use.
 - 7) Submit paper copies of reviewed submittals at project closeout for record purposes in accordance with Section 017800 - Closeout Submittals.
 - c. Costs:
 - 1) General Contractor shall be responsible for all costs.
 - 2) At Contractor's option, training is available from Submittal Exchange regarding use of website and PDF submittals. Contact Submittal Exchange at 1-800-714-0024.
 - 3) Internet Service and Equipment Requirements:
 - a) Email address and Internet access at Contractor's main office.
 - b) Adobe Acrobat (www.adobe.com), Bluebeam PDF Revu (www.bluebeam.com), or other similar PDF review software for applying electronic stamps and comments.
- C. See Evaluations for cautions on use of CAD Drawings, in first paragraph below, for submittals.
- D. Processing Time: Allow enough 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.
 1. Initial Review: Allow 15 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.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal. **More than one (1) resubmittal review per item will result in hourly charge to Owner and reimbursement by contractor for each additional review by architect and/or**

consultant.

4. Sequential Review: Where sequential review of submittals by Architect's Consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
 5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's Consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
- E. Identification: Place a permanent label or title block on each submittal 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 on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address 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., 06 1000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06 1000.01.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.
- F. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- G. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, discard submittals received from sources other than Contractor.
1. Transmittal Form: Use facsimile of sample form at end of Section.
- I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked "Reviewed, No Exceptions Taken" or "Reviewed, Exception Taken as Noted".
- J. 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.
1. Use for Construction: Use only final submittals with mark indicating "Reviewed, No Exceptions Taken" or "Reviewed, Exceptions Taken as Noted" by Architect.

1.04 CONTRACTORS USE OF ARCHITECTS CAD FILES

- A. General: At Contractor's written request, copies of Architect's CAD files will be provided to Contractor for Contractor's use in connections with Project, subject to the following conditions:

1. Contractor must fill out and agree to Architect's "Third Party User Agreement for Electronic Data". Agreement is included at the end of this Section.

PART 2 PRODUCTS

2.01 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
 - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 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 but no larger than 30 by 42 inches.
 3. Number of Copies: Submit a minimum of five opaque copies of each submittal, unless copies are required for operation and maintenance manuals. Submit a minimum of five copies where copies are required for operation and maintenance manuals. Architect will retain two copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.
- C. 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 appropriate 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 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 three full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return one submittal with options selected.
5. Samples 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.
 - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets, remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

PART 3 EXECUTION

3.01 CONTRACTOR'S REVIEW

3.02 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.

- A. 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.

3.03 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 taken.
- 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. Partial 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

GENERAL: ELECTRONIC COPIES OF CAD DRAWINGS OF THE CONTRACT DRAWINGS WILL NOT BE PROVIDED BY ARCHITECT FOR CONTRACTOR'S USE IN PREPARING SUBMITTALS. SEE THIRD PARTY AGREEMENT AT END OF SECTION. 01 33 00



208 N PINE STREET, SUITE 301
GRAND ISLAND, NE 68801
(P) 308.384.4444

SHOP DRAWING SUBMITTAL
SUBMITTAL #

PROJECT NAME:

PROJECT #:

PROJECT LOCATION:

SUBJECT/PRODUCT:

MANUFACTURER:

SPEC SECTION:

TO:

COMPANY:

ADDRESS:

CITY, STATE, ZIP:

CMBA ARCHITECTS

- NO EXCEPTION TAKEN
- MAKE CORRECTIONS NOTED
- REVISE AND RESUBMIT
- REJECTED

This review applies to design arrangement and interpretation. It does not relieve the contractor of responsibility for accuracy of details, dimensions, quantities or verification of field dimensions.

DATE:

BY:

ADDITIONAL NOTES:

CONFIDENTIAL LICENSE & THIRD PARTY USER AGREEMENT

COPYRIGHTED DOCUMENTS & ELECTRONIC DATA

This Confidential License Agreement ("Agreement") sets forth terms and conditions for use of digital and electronic data and copyrighted documents (the "Data") provided by CMBA Architects, herein referred to as "Architect," by a Third Party User, herein referred to as "User." Architect retains ownership of the digital and electronic data, and permission to use Architect's digital and electronic data is given only subject to the terms and conditions of this Agreement.

1. The Data is being provided solely for User's use on the specific project or property specified below. The information is considered privileged, proprietary and/or confidential, and/or may constitute intellectual property. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon User any rights, license or authority in or to the information provided, except the limited right to use the information as specified in this Agreement. No license or conveyance of any intellectual property rights is granted or implied by this Agreement, nor is anything in this Agreement to be construed as a waiver of any intellectual property rights.
2. No permission is implied nor given herein for reuse, copying or use on another project or property, for use on additions to this project or property, or for completion of this project or property by another design professional. Exceptions may be granted by a written agreement outlining compensation and legal protection to be provided to Architect. Without written verification or adaptation by Architect, use of modified files by User will be at User's risk and full legal responsibility. Architect shall be compensated for verification or adaptation.
3. The Data represents only a portion of the professional architectural services performed by Architect. No representation is made by Architect whatsoever regarding the information provided. By way of example only, no representation is made that the data includes all changes made to the digital files, archived files, or other documents or information since their initial release. Architect does not warrant, nor make claim, to the fact that the documents and/or information are without inaccuracies or are complete. The Data is used by Architect as an internal tool for representation of the intended design and means of construction and therefore may be incomplete, inaccurate, or out of date. User takes full responsibility for the accuracy and correctness of all areas, measurements or other information extracted from any data provided. Additionally, Architect does not represent that the information will remain intact, accurate, complete, or legible if translated from the software and/or hardware system used by Architect.
4. To the fullest extent permissible by law, User agrees to defend, indemnify and hold Architect harmless relative to any formal or informal claim, dispute, proceeding or other action against or by User relative to the preparation of information generated through the use of Architect's digital or electronic data, or otherwise related to this Agreement or the information provided to User through this Agreement. In the event of such formal or informal claim, dispute, proceeding or other action, User further agrees to pay attorneys fees and costs/expenses incurred by Architect. User agrees Architect shall have no liability whatsoever relative to this Agreement or the information provided to User through this Agreement.
5. Utilization of digital or electronic data not in accordance with the terms and conditions of this Agreement shall constitute a breach of this Agreement.
6. Compensation in the amount of \$ 250.00 shall be paid to Architect at the time of execution of this Agreement. Special requests to delete or add information may incur additional expenses. Architect may not be able to accommodate all special requests. Compensation shall be billed at the standard rates at time of service plus expenses.
7. Nothing in this Agreement shall be construed to commit or bind Architect to any present or future contractual relationship (except as specifically stated herein), nor shall the provision of information be construed as an inducement to act or not to act in any given manner. In addition, Architect shall not be liable to User in any manner whatsoever for any costs or expenses incurred, decisions, obligations, changes in business practices, plans, organization, products or services, based on User's decision to use or rely upon any information provided by Architect under this Agreement. Furthermore, Architect reserves the right to demand User stop using and/or return the information provided under this Agreement, for any reason.

8. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof. No other prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the parties relating to the subject matter hereof and not embodied in this Agreement shall be of any force or effect. This Agreement shall not be modified except in a writing signed by all parties hereto. If any provision of this Agreement shall for any reason be held to be invalid, unenforceable, or contrary to public policy, whether in whole or in part, the remaining provisions shall not be affected by such holding and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.
9. This Agreement, including all obligations owing hereunder, shall not be assigned by User to anyone, including but not limited to a subsequent owner of the project or property, without Architect's express written consent.
10. The parties expressly acknowledge and agree that the fact that one party or the other may have been primarily or exclusively responsible for drafting or editing this Agreement shall not, in any dispute over the terms, construction or meaning of this Agreement, be held, interpreted or construed against such party.
11. This Agreement may be executed by facsimile or email signature in one or more counterparts, all of which shall together constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each and every party hereto and delivered to each and every other party hereto.
12. In the event any claim, demand or litigation is commenced to enforce the terms of this Agreement or recover for any breach thereof, the parties agree that subject matter jurisdiction, personal jurisdiction and venue with regard to such claim, demand or litigation shall vest with a state or federal court located in Woodbury County, Iowa. The parties further agree that the terms of this Agreement shall be construed, interpreted and enforced pursuant to the laws of the State of Iowa. The Parties also agree that the prevailing party, in any legal action to enforce this Agreement or recover for any breach thereof, shall be awarded its reasonable attorney fees and costs/expenses incurred in the enforcement action.
13. The parties agree that each will not hereafter disclose or discuss the circumstances, terms, contents or other information relating to this Agreement, with any other person or entity. Excepted from this paragraph will be disclosures to: (1) present and future legal counsel; (2) persons who assist in tax advice; (3) disclosures made during legal proceedings, including but not limited to depositions and court testimony; and/or (4) disclosures made under compulsion of law.
14. Acceptance of these terms by User constitutes a complete waiver of liability and the acceptance of responsibilities for the coordination of any revisions made to the information transmitted. Requested data will be provided upon receipt by Architect of this Agreement.
15. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is similar in tenor to the stricken provision as is legally possible.
16. No waiver of a breach or obligation under this Agreement shall be effective unless in writing and signed by the party waiving the breach, failure, right or remedy. No waiver shall constitute a continuing waiver or waiver of a future breach, failure, right or remedy, unless specified in writing.
17. Representations, warranties, and obligations of indemnification shall survive the termination of this Agreement.

NAME OF PROJECT & ADDRESS OF PROPERTY: _____

NAME OF USER: _____

ACCEPTED BY: _____ DATE: _____
(User's Authorized Representative)

APPROVED BY: _____ DATE: _____
(Authorized Representative, CMBA Architects)

SECTION 01 35 00 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. This 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; product substitutions; and comparable products.

1.02 Related Sections include the following:

- A. Divisions 2 through 33 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.03 DEFINITIONS

- A. Products: Items purchased 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.
 - 1. 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.
 - 2. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," 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 other named manufacturers.

1.04 SUBMITTALS

- A. Comparable Product Requests: Submit one .pdf copy of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and 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 bidder by addendum. Products not approved prior to the bid in addendums shall not be considered or included in the project pricing.
 - a. Form of Approval: Submit requests utilizing the form at the end of this section. Requests not accompanied by the attached form will be rejected.
 - b. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

1.05 QUALITY ASSURANCE

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

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

PART 2 PRODUCTS

2.01 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that 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. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 3. Where products are accompanied by the term "as selected," Architect will make selection.
 4. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
 6. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
 1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
 3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
 4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
 6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
 7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
 8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.

9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.02 COMPARABLE PRODUCTS

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

PART 3 EXECUTION (NOT USED)

END OF SECTION 01 35 00

PRODUCT APPROVAL REQUEST

TO: _____

PROJECT NAME: _____ PROJECT #: _____

SPECIFIED ITEM: _____

SECTION: _____ PAGE: _____ PARAGRAPH: _____ DESCRIPTION: _____

PROPOSED SUBSTITUTION:

1. Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of request including identifying applicable portions.
2. Attached data also includes description of changes to Contract Documents and proposed substitution required for its proper installation.
3. Attached data includes comparison to specified products.

Undersigned certifies following items, unless modified by attachments, are correct:

1. Proposed substitution does not affect dimensions shown on Drawings.
2. Undersigned pays for changes to building design, including engineering design, detailing and construction costs caused by proposed substitution.
3. Proposed substitution has no adverse affect on other trades, construction schedule, or specified warranty requirements.
4. Maintenance and service parts available locally or readily obtainable for proposed substitution.
5. Submitter certifies the proposed substitution meets the specifications and product is equal to or superior to product(s) specified.

SUBMITTED BY: _____ DATE: _____

COMPANY: _____

ADDRESS: _____ CITY, STATE, ZIP: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

SIGNATURE: _____

ATTACHMENTS: _____

FOR USE BY A/E

- APPROVED
- APPROVED AS NOTED
- NOT APPROVED
- RECEIVED TOO LATE
- INADEQUATE SUBMITTAL TO MAKE JUDGMENT

BY: _____

DATE: _____

REMARKS: _____

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 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. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. 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. Related Sections include the following:
 - 1. Divisions 02 through 33 Sections for specific test and inspection requirements.

1.02 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 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.

1.03 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. 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. 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.
- C. 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.

1.04 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. 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.
1. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.05 QUALITY CONTROL

- A. 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.
1. Concrete and soils by Owner, scheduled by Contractor.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- 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. 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 Insert number 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. 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.
- D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- E. 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.
- F. 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.

1.06 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Conducted by a qualified testing agency or special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections, 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 and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

P2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
 1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.02 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.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.02 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations. **(Use only utilities on immediate site.) Contractor to provide what is required.**
- C. Electric Power Service: Electric power from stubbed system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations. **(Use only utilities on immediate site.) Contractor to provide what is required.**

1.03 INFORMATIONAL SUBMITTALS

- A. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- B. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.
 - 1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
 - 2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
- C. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
 - 1. Locations of dust-control partitions at each phase of work.
 - 2. HVAC system isolation schematic drawing.
 - 3. Location of proposed air-filtration system discharge.
 - 4. Waste handling procedures.
 - 5. Other dust-control measures.

1.04 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.05 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 PRODUCTS

2.01 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
 - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
 - 2. Drinking water and private toilet.
 - 3. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
 - 4. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.

2.02 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
 - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction and clean HVAC system as required in Section 017700 "Closeout Procedures".
- C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

PART 3 EXECUTION

3.01 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.02 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
 - 1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.
- G. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 - 1. Install electric power service overhead unless otherwise indicated.
- H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- I. Telephone Service: Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.
- J. Electronic Communication Service: Provide a desktop computer in the primary field office adequate for use by Architect and Owner to access Project electronic documents and maintain electronic communications.
 - 1. Printer: "All-in-one" unit equipped with printer server, combining color printing, photocopying, scanning, and faxing, or separate units for each of these three functions.
 - 2. Internet Service: Broadband modem, router and ISP, equipped with hardware firewall, providing minimum 384 Kbps upload and 1 Mbps download speeds at each computer.
 - 3. Internet Security: Integrated software, providing software firewall, virus, spyware, phishing, and spam protection in a combined application.
 - 4. Backup: External hard drive, minimum 40 gigabyte, with automated backup software providing daily backups.

3.03 SUPPORT FACILITIES INSTALLATION

- A. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations.
- B. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain

temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.

1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
 2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Section 312000 "Earth Moving."
 3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- D. Parking: Provide temporary parking areas for construction personnel.
- E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
 2. Remove snow and ice as required to minimize accumulations.
- F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
1. Identification Signs: Provide Project identification signs as indicated on Drawings.
 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 3. Maintain and touchup signs so they are legible at all times.
- G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.
- H. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- I. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.
- J. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

3.04 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
 2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.

4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- C. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- E. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
- F. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- H. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- I. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
 1. Prohibit smoking in construction areas.
 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.

3.05 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 1. Protect porous materials from water damage.
 2. Protect stored and installed material from flowing or standing water.
 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 4. Remove standing water from decks.
 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 2. Keep interior spaces reasonably clean and protected from water damage.
 3. Periodically collect and remove waste containing cellulose or other organic matter.
 4. Discard or replace water-damaged material.
 5. Do not install material that is wet.

6. Discard, replace, or clean stored or installed material that begins to grow mold.
 7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.
- D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 2. Use permanent HVAC system to control humidity.
 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
 - a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective.
 - b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
 - c. Remove materials that can not be completely restored to their manufactured moisture level within 48 hours.

3.06 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 01 50 00

SECTION 01 73 00 - EXECUTION REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
1. Construction layout.
 2. Field engineering and surveying.
 3. General installation of products.
 4. Coordination of Owner-installed products.
 5. Progress cleaning.
 6. Starting and adjusting.
 7. Protection of installed construction.
 8. Correction of the Work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance.
1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.02 PREPARATION

- A. 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.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.03 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 3. Inform installers of lines and levels to which they must comply.
 - 4. Check the location, level and plumb, of every major element as the Work progresses.
 - 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 - 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- B. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- C. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

3.04 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

3.05 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- 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. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

- F. 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.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.06 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction forces.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction forces.
 - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 - 2. Preinstallation Conferences: Include Owner's construction forces at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction forces if portions of the Work depend on Owner's construction.

3.07 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
- 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.
- 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: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- 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.

3.08 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

3.09 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.

3.10 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01 73 00

SECTION 01 73 29 - CUTTING AND PATCHING

PART 1 GENERAL

1.01 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Divisions 2 through 33 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
 - 2. Division 7 Section "Through-Penetration Firestop Systems" for patching fire-rated construction.

1.02 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.03 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:
 - 1. Primary operational systems and equipment.
 - 2. Air or smoke barriers.
 - 3. Fire-suppression systems.
 - 4. Mechanical systems piping and ducts.
 - 5. Control systems.
 - 6. Communication systems.
 - 7. Electrical wiring systems.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in 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

2.01 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

3.03 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete, Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
 - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

1. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 2. 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.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 3. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 4. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01 73 29

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 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.
 5. Repair of the Work.
 6. Related Requirements:
 - a. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - b. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - c. Section 017900 "Demonstration and Training" for requirements for instructing Owner's personnel.

1.02 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 3. Complete startup and testing of systems and equipment.
 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
 6. Advise Owner of changeover in heat and other utilities.
 7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 8. Complete final cleaning requirements, including touchup painting.
 9. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
 10. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect 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 Architect, that must be completed or corrected before certificate will be issued.
 - a. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

- b. Results of completed inspection will form the basis of requirements for final completion.

1.03 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report.
 5. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect 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.
 - a. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.04 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.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.

PART 2 PRODUCTS

2.01 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.

PART 3 EXECUTION

3.01 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 designated 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 to provide safe access to building.
 - f. Clean exposed exterior and 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. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
 - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - q. Leave Project clean and ready for occupancy.

3.02 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.

- a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 - 1) Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - a) Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

3.03 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.
- B. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
 - 1. 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 prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
 - 1) Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 - a) Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 1 Post addendums, Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
 - e. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1) Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2) Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 - 3) Note related Change Orders, Addendums, Record Drawings, and Product Data, where
 - 4) applicable.

3.04 OPERATION AND MAINTENANCE MANUALS

- A. Assemble a complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
 - 1. Operation Data:
 - a. Emergency instructions and procedures.
 - b. System, subsystem, and equipment descriptions, including operating standards.

- c. Operating procedures, including startup, shutdown, seasonal, and weekend operations.
- d. Description of controls and sequence of operations.
- e. Piping diagrams.
 - 1) Maintenance Data:
 - a) Manufacturer's information, including list of spare parts.
 - 1 Name, address, and telephone number of Installer or supplier.
 - 2 Maintenance procedures.
 - 3 Maintenance and service schedules for preventive and routine maintenance.
 - 4 Maintenance record forms.
 - 5 Sources of spare parts and maintenance materials.
 - 6 Copies of maintenance service agreements.
 - 7 Copies of warranties and bonds.
- 2. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.

3.05 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Provide instructors experienced in operation and maintenance procedures.
 - 2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
 - 3. Schedule training with Owner with at least seven days' advance notice.
 - 4. 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.

3.06 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. 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 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. Provide additional copies of each warranty to include in operation and maintenance manuals.

3.07 JOB CLOSEOUT SUBMITTALS

- A. At completion of the job, prior to final payment, the Contractor shall submit the following:
- B. GENERAL
 - 1. Written 12 month guarantee from date of Substantial Completion for all parts of the work. Special guarantees as specified shall be submitted separately.
 - 2. Certification that the Performance Bond is in effect for the guarantee period.
 - 3. Certification that all labor and material used in the project have been paid for in full and that there are no liens outstanding (AIA Document G706). Provide waivers of lien from subcontractors and suppliers on AIA Document G706A.
 - 4. Final application for payment and Consent of Surety for Final Payment (AIA Document G707).
 - 5. Certification that all work has been completed in accordance with the Contract Documents including the specific items noted on the Punch List(s) made during the final inspection(s)
 - 6. of the building.
 - 7. Two sets of Record drawings.
 - 8. Roofing guarantee as specified in Section 075323.
 - 9. Certification that the finish hardware has been keyed per the Owner's requirements and has been inspected and adjusted for proper operation and that the Owner has received instructions on the operation and maintenance as specified.
 - 10. Certification that the Owner has received additional materials as required and specified in Sections.
 - 11. Certification that no asbestos containing materials have been installed in this project.
 - 12. Certification that all other extra materials - especially those required are listed and turned over to Owner.

3.08 MECHANICAL

- A. See Mechanical Specifications for requirements.

3.09 ELECTRICAL

- A. See Electrical Specifications for requirements.

END OF SECTION 01 77 00

SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation manuals for systems, subsystems, and equipment.
 - 2. Product maintenance manuals.
 - 3. Systems and equipment maintenance manuals.
- B. Related Requirements:
 - 1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

1.02 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:
 - 1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
 - 2. Two paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return two copies.
- C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.
 - 1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.

PART 2 PRODUCTS

2.01 REQUIREMENTS FOR OPERATION AND MAINTENANCE MANUALS

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- B. Title Page: Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name and contact information for Contractor.
 - 6. Name and contact information for Architect.

7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
8. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
- F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
 1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
 4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.02 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
 1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 2. Operating standards.
 3. Operating procedures.

- B. Descriptions: Include the following:
 - 1. Product name and model number. Use designations for products indicated on Contract Documents.
 - 2. Manufacturer's name.
 - 3. Equipment identification with serial number of each component.
- C. Operating Procedures: Include the following, as applicable:
 - 1. Startup procedures.
 - 2. Equipment or system break-in procedures.
 - 3. Routine and normal operating instructions.
 - 4. Regulation and control procedures.
 - 5. Instructions on stopping.
 - 6. Normal shutdown instructions.
 - 7. Seasonal and weekend operating instructions.
 - 8. Required sequences for electric or electronic systems.
 - 9. Special operating instructions and procedures.

2.03 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- E. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

2.04 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins.

2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 3. Identification and nomenclature of parts and components.
 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.
 2. Troubleshooting guide.
 3. Precautions against improper maintenance.
 4. Aligning, adjusting, and checking instructions.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

PART 3 EXECUTION

3.01 MANUAL PREPARATION

- A. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
- B. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- C. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 01 78 23

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Product Data.
- B. Related Sections include the following:
 - 1. Division 1 Section "Closeout Procedures" for general closeout procedures.
 - 2. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Divisions 2 through 33 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.02 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit two set(s) of marked-up Record Prints.
- B. Record Product Data: Submit two copies of each Product Data submittal.
 - 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

PART 2 PRODUCTS

2.01 RECORD DRAWINGS

- A. Record Prints: Maintain one set of black-line white prints 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 prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order.
 - k. Changes made following Architect's written orders.
 - 3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked,

show cross-reference on the Contract Drawings.

4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

2.02 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.

PART 3 EXECUTION

3.01 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 Architect's reference during normal working hours.

END OF SECTION 01 78 39

SECTION 01 79 00 - DEMONSTRATION AND TRAINING

PART 1 GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
 - 3. Demonstration and training videotapes.
- B. Related Sections include the following:
 - 1. Division 01 Section "Project Management and Coordination" for requirements for preinstruction conferences.
 - 2. Divisions 02 through 33 Sections for specific requirements for demonstration and training for products in those Sections.

1.02 SUBMITTALS

- A. Instruction Program: Submit three copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
 - 1. At completion of training, submit three complete training manual(s) for Owner's use.
- B. Qualification Data: For facilitator, instructor.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.
- D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.
- E. Demonstration and Training Videotapes: Submit two copies within seven days of end of each training module.
 - 1. Identification: On each copy, provide an applied label with the following information:
 - a. Name of Project.
 - b. Name and address of photographer.
 - c. Name of Architect and Construction Manager.
 - d. Name of Contractor.
 - e. Date videotape was recorded.
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - 2. Transcript: Prepared on 8-1/2-by-11-inch paper, punched and bound in heavy-duty, 3-ring, vinyl-covered binders. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding videotape. Include name of Project and date of videotape on each page.

1.03 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.

1.04 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 PRODUCTS

2.01 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections, and as follows:
 - 1. Motorized doors, including overhead coiling doors.
 - 2. Fire-protection systems, including fire alarm, fire pumps, and fire-extinguishing systems.
 - 3. Medical equipment, including medical gas equipment and piping.
 - 4. Heat generation, including boilers, pumps, steam distribution piping, and water distribution piping.
 - 5. Refrigeration systems, including chillers, cooling towers, condensers pumps, and distribution piping.
 - 6. HVAC systems, including air-handling equipment, air distribution systems, and terminal equipment and devices.
 - 7. HVAC instrumentation and controls.
 - 8. Electrical service and distribution, including transformers, switchboards, panelboards, uninterruptible power supplies and motor controls.
 - 9. Packaged engine generators, including transfer switches.
 - 10. Lighting equipment and controls.
 - 11. Communication systems, including intercommunication equipment.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:
 - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
 - 2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.
 - d. Project Record Documents.
 - e. Identification systems.
 - f. Warranties and bonds.
 - g. Maintenance service agreements and similar continuing commitments.
 - 3. Emergencies: Include the following, as applicable:

- a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
- a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
- a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
- a. Diagnostic instructions.
 - b. Test and inspection procedures.
7. Maintenance: Include the following:
- a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
8. Repairs: Include the following:
- a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

PART 3 EXECUTION

3.01 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.
- B. Set up instructional equipment at instruction location.

3.02 INSTRUCTION

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

- B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner, through Construction Manager, with at least seven days' advance notice.
- C. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of an oral and a demonstration performance-based test.
- D. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

3.03 DEMONSTRATION AND TRAINING VIDEOTAPES

- A. General: Engage a qualified commercial photographer to record demonstration and training videotapes. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
 - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Videotape Format: Provide high-quality DVD.
- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to show area of demonstration and training. Display continuous running time.
- D. Narration: Describe scenes on videotape by audio narration by microphone while videotape is recorded. Include description of items being viewed. Describe vantage point, indicating location, direction (by compass point), and elevation or story of construction.
- E. Transcript: Provide a typewritten transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.

END OF SECTION 01 79 00

SECTION 02 41 00 - DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 10 00 - Summary: Description of items to be salvaged or removed for re-use by Contractor.
- C. Section 01 50 00 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- D. Section 01 60 00 - Product Requirements: Handling and storage of items removed for salvage and relocation.
- E. Section 01 70 00 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.
- F. Section 31 23 23 - Fill: Fill material for filling holes, pits, and excavations generated as a result of removal operations.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards current edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations 2019.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 SCOPE

- A. Remove paving and curbs as required to accomplish new work.
- B. Remove concrete slabs on grade as indicated on drawings.
- C. Remove other items indicated, for salvage, relocation, and recycling.
- D. Fill excavations, open pits, and holes in ground areas generated as result of removals, using specified fill; compact fill as specified in Section 31 22 00.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 3. Provide, erect, and maintain temporary barriers and security devices.
 - 4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 5. Do not close or obstruct roadways or sidewalks without permit.
 - 6. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from

removal operations.

7. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements that are not to be removed.
 1. Provide bracing and shoring.
 2. Prevent movement or settlement of adjacent structures.
 3. Stop work immediately if adjacent structures appear to be in danger.
- D. Partial Removal of Paving and Curbs: Neatly saw cut at right angle to surface.

3.03 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

3.04 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 1. Verify that construction and utility arrangements are as indicated.
 2. Report discrepancies to Architect before disturbing existing installation.
 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Separate areas in which demolition is being conducted from other areas that are still occupied.
 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 50 00 in locations indicated on drawings.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- D. Remove existing work as indicated and as required to accomplish new work.
 1. Remove items indicated on drawings.
- E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, Telecommunications, and [_____]): Remove existing systems and equipment as indicated.
 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 3. Verify that abandoned services serve only abandoned facilities before removal.
 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.

- F. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
 - 4. Patch as specified for patching new work.

3.05 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION 02 41 00 02 41 00

SECTION 08 43 13 - ALUMINUM-FRAMED STOREFRONTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Aluminum-framed storefront, with vision glass.
- B. Aluminum doors and frames.
- C. Weatherstripping.

1.02 RELATED REQUIREMENTS

- A. Section 08 71 00 - Door Hardware: Hardware items other than specified in this section.
- B. Section 08 80 00 - Glazing: Glass and glazing accessories.

1.03 REFERENCE STANDARDS

- A. AAMA CW-10 - Care and Handling of Architectural Aluminum from Shop to Site 2015.
- B. AAMA 501.2 - Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls, and Sloped Glazing Systems 2015.
- C. AAMA 503 - Voluntary Specification for Field Testing of Newly Installed Storefronts, Curtain Walls and Sloped Glazing Systems 2014.
- D. AAMA 609 & 610 - Cleaning and Maintenance Guide for Architecturally Finished Aluminum (Combined Document) 2015.
- E. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum 2014 (2015 Errata).
- F. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes 2021.
- G. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric) 2021.
- H. ASTM E283/E283M - Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Skylights, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen 2019.
- I. ASTM E330/E330M - Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference 2014 (Reapproved 2021).
- J. ASTM E331 - Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference 2000 (Reapproved 2016).
- K. ASTM E783 - Standard Test Method for Field Measurement of Air Leakage Through Installed Exterior Windows and Doors 2002 (Reapproved 2018).
- L. ASTM E1105 - Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference 2015.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide component dimensions, describe components within assembly, anchorage and fasteners, glass and infill, door hardware, and internal drainage details.
- C. Shop Drawings: Indicate system dimensions, framed opening requirements and tolerances, affected related work, expansion and contraction joint location and details, and field welding required.
 - 1. Include design engineer's stamp or seal on shop drawings for attachments and anchors.

- D. Samples: Submit two samples 3x3 inches in size illustrating finished aluminum surface, glass, infill panels, glazing materials.
- E. Hardware Schedule: Complete itemization of each item of hardware to be provided for each door, cross-referenced to door identification numbers in Contract Documents.
- F. Field Quality Control Submittals: Report of field testing for water penetration and air leakage.
- G. Installer's Qualification Statement.
- H. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing work of type specified and with at least three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Handle products of this section in accordance with AAMA CW-10.
- B. Protect finished aluminum surfaces with wrapping. Do not use adhesive papers or sprayed coatings that bond to aluminum when exposed to sunlight or weather.

1.07 FIELD CONDITIONS

- A. Do not install sealants when ambient temperature is less than 40 degrees F. Maintain this minimum temperature during and 48 hours after installation.

1.08 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion.
- C. Provide five year manufacturer warranty against failure of glass seal on insulating glass units, including interpane dusting or misting. Include provision for replacement of failed units.
- D. Provide five year manufacturer warranty against excessive degradation of exterior finish. Include provision for replacement of units with excessive fading, chalking, or flaking.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Basis of Design: Kawneer North America
- B. Other Acceptable - Aluminum-Framed Storefronts Manufacturers:
 - 1. HMI: www.hmiglass.com/#sle.
 - 2. Manko Window Systems, Inc: www.mankowindows.com/#sle.
 - 3. Substitutions: See Section 01 35 00 Product Requirements.

2.02 BASIS OF DESIGN -- FRAMING FOR INSULATING GLAZING

- A. Center-Set Style, Thermally-Broken:
 - 1. Basis of Design: Kawneer North America; 451T; www.kawneer.com.
 - 2. Vertical Mullion Dimensions: 2 inches wide by 4-1/2 inches deep.
- B. Substitutions: See Section 01 35 00 - Product Requirements.
 - 1. For any product not identified as "Basis of Design", submit information as specified for substitutions.

2.03 BASIS OF DESIGN -- SWINGING DOORS

- A. Wide Stile, Insulating Glazing, Thermally-Broken:

1. Basis of Design: Kawneer North America; 500T; www.kawneer.com
 2. Thickness: 2-1/4 inches.
- B. Substitutions: See Section 01 35 00 - Product Requirements.
1. For any product not identified as "Basis of Design", submit information as specified for substitutions.

2.04 ALUMINUM-FRAMED STOREFRONT

- A. Aluminum-Framed Storefront: Factory fabricated, factory finished aluminum framing members with infill, and related flashings, anchorage and attachment devices.
1. Finish: Class I natural anodized.
 - a. Factory finish all surfaces that will be exposed in completed assemblies.
 2. Finish Color: Dark bronze.
 3. Fabrication: Joints and corners flush, hairline, and weatherproof, accurately fitted and secured; prepared to receive anchors and hardware; fasteners and attachments concealed from view; reinforced as required for imposed loads.
 4. Construction: Eliminate noises caused by wind and thermal movement, prevent vibration harmonics, and prevent "stack effect" in internal spaces.
 5. System Internal Drainage: Drain to the exterior by means of a weep drainage network any water entering joints, condensation occurring in glazing channel, and migrating moisture occurring within system.
 6. Expansion/Contraction: Provide for expansion and contraction within system components caused by cycling temperature range of 170 degrees F over a 12 hour period without causing detrimental effect to system components, anchorages, and other building elements.
 7. Movement: Allow for movement between storefront and adjacent construction, without damage to components or deterioration of seals.
 8. Perimeter Clearance: Minimize space between framing members and adjacent construction while allowing expected movement.
- B. Performance Requirements
1. Wind Loads: Design and size components to withstand the specified load requirements without damage or permanent set, when tested in accordance with ASTM E330/E330M, using loads 1.5 times the design wind loads and 10 second duration of maximum load.
 - a. Member Deflection: Limit member deflection to flexure limit of glass in any direction, with full recovery of glazing materials.
 2. Water Penetration Resistance on Manufactured Assembly: No uncontrolled water on interior face, when tested in accordance with ASTM E331 at pressure differential of 8 psf.
 3. Air Leakage: 0.06 cfm/sq ft maximum leakage of storefront wall area when tested in accordance with ASTM E283/E283M at 1.57 psf pressure difference.

2.05 COMPONENTS

- A. Aluminum Framing Members: Tubular aluminum sections, drainage holes and internal weep drainage system.
1. Glazing Stops: Flush.
- B. Glazing: See Section 08 80 00.
- C. Swing Doors: Glazed aluminum.
1. Thickness: 1-3/4 inches.
 2. Top Rail: 5 inches wide.
 3. Vertical Stiles: 5 inches wide.
 4. Intermediate Rail: 6 inches wide.
 5. Bottom Rail: 10 inches wide.

6. Glazing Stops: Square.
7. Finish: Same as storefront.

2.06 MATERIALS

- A. Extruded Aluminum: ASTM B221 (ASTM B221M).
- B. Fasteners: Stainless steel.
- C. Sealant for Setting Thresholds: Non-curing butyl type.
- D. Glazing Gaskets: Type to suit application to achieve weather, moisture, and air infiltration requirements.
- E. Shop and Touch-Up Primer for Steel Components: Zinc oxide, alkyd, linseed oil primer appropriate for use over hand cleaned steel.

2.07 FINISHES

- A. Class I Natural Anodized Finish: AAMA 611 AA-M12C22A41 Clear anodic coating not less than 0.7 mils thick.

2.08 HARDWARE

- A. For each door, include weatherstripping, sill sweep strip, and threshold.
- B. Other Door Hardware: See Section 08 71 00.
- C. Weatherstripping: Wool pile, continuous and replaceable; provide on all doors.
- D. Sill Sweep Strips: Resilient seal type, retracting, of neoprene; provide on all doors.
- E. Threshold: Extruded aluminum, one piece per door opening, ribbed surface; provide on all doors.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify dimensions, tolerances, and method of attachment with other work.
- B. Verify that storefront wall openings and adjoining water-resistive and/or air barrier seal materials are ready to receive work of this section.

3.02 INSTALLATION

- A. Install wall system in accordance with manufacturer's instructions.
- B. Attach to structure to permit sufficient adjustment to accommodate construction tolerances and other irregularities.
- C. Provide alignment attachments and shims to permanently fasten system to building structure.
- D. Align assembly plumb and level, free of warp or twist. Maintain assembly dimensional tolerances, aligning with adjacent work.
- E. Provide thermal isolation where components penetrate or disrupt building insulation.
- F. Install sill flashings. Turn up ends and edges; seal to adjacent work to form water tight dam.
- G. Where fasteners penetrate sill flashings, make watertight by seating and sealing fastener heads to sill flashing.
- H. Pack fibrous insulation in shim spaces at perimeter of assembly to maintain continuity of thermal barrier.
- I. Set thresholds in bed of sealant and secure.
- J. Install glass and infill panels using glazing method required to achieve performance criteria; see Section 08 80 00.
- K. Touch-up minor damage to factory applied finish; replace components that cannot be satisfactorily repaired.

3.03 TOLERANCES

- A. Maximum Variation from Plumb: 0.06 inch per 3 feet non-cumulative or 0.06 inch per 10 feet, whichever is less.
- B. Maximum Misalignment of Two Adjoining Members Abutting in Plane: 1/32 inch.

3.04 FIELD QUALITY CONTROL

- A. Provide services of storefront manufacturer's field representative to observe for proper installation of system and submit report.
- B. Provide field testing of installed storefront system by independent laboratory in accordance with AAMA 503 during construction process and before installation of interior finishes.
 - 1. Perform a minimum of two tests in each designated area as indicated on drawings.
 - 2. Conduct tests in each area prior to 10 percent and 50 percent completion of this work.
 - 3. Field test for water penetration in accordance with ASTM E1105 with uniform static air pressure difference (Procedure A) not less than 4.18 psf.
 - a. Maximum allowable rate of water penetration in 15-minute test is 0.5 ounce that is not contained in an area with provisions to drain to exterior, or collected on surface of interior horizontal framing member.
 - 4. Field test for air leakage in accordance with ASTM E783 with uniform static air pressure difference of 1.57 psf.
 - a. Maximum allowable rate of air leakage is 0.09 cfm/sq ft.
- C. Repair or replace storefront components that have failed designated field testing, and retest to verify performance complies with specified requirements.

3.05 ADJUSTING

- A. Adjust operating hardware and sash for smooth operation.

3.06 CLEANING

- A. Remove protective material from pre-finished aluminum surfaces.
- B. Wash down surfaces with a solution of mild detergent in warm water, applied with soft, clean wiping cloths, and take care to remove dirt from corners and to wipe surfaces clean.
- C. Upon completion of installation, thoroughly clean aluminum surfaces in accordance with AAMA 609 & 610.

3.07 PROTECTION

- A. Protect installed products from damage until Date of Substantial Completion.

END OF SECTION 08 43 13

SECTION 08 71 00 - DOOR HARDWARE

GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes:
 - 1. Mechanical and electrified door hardware for:
 - a. Swinging doors.
 - 2. Electronic access control system components, including:
 - a. Electronic access control devices.
 - 3. The intent of the hardware specification is to specify the hardware for interior and exterior doors, and to establish a type, continuity, and standard of quality. However, it is the door hardware supplier's responsibility to thoroughly review existing conditions, schedules, specifications, drawings, and other Contract Documents to verify the suitability of the hardware specified.
- B. Exclusions: Unless specifically listed in hardware sets, hardware is not specified in this section for:
 - 1. Windows
 - 2. Cabinets (casework), including locks in cabinets
- C. Signage
 - 1. Toilet accessories
 - 2. Overhead doors
- D. Related Sections:
 - 1. Division 26 sections for connections to electrical power system and for low-voltage wiring.
 - 2. Division 28 sections for coordination with other components of electronic access control system.

1.03 REFERENCES

- A. UL - Underwriters Laboratories
 - 1. UL 10B - Fire Test of Door Assemblies
 - 2. UL 10C - Positive Pressure Test of Fire Door Assemblies
 - 3. UL 1784 - Air Leakage Tests of Door Assemblies
 - 4. UL 305 - Panic Hardware
- B. DHI - Door and Hardware Institute
 - 1. Sequence and Format for the Hardware Schedule
 - 2. Recommended Locations for Builders Hardware
 - 3. Key Systems and Nomenclature
- C. ANSI - American National Standards Institute
 - 1. ANSI/BHMA A156.1 - A156.29, and ANSI/BHMA A156.31 - Standards for Hardware and Specialties

1.04 SUBMITTALS

- A. General:
 - 1. Submit in accordance with Conditions of Contract and Division 01 requirements.
 - 2. Highlight, encircle, or otherwise specifically identify on submittals deviations from Contract Documents, issues of incompatibility or other issues which may detrimentally

- affect the Work.
3. Prior to forwarding submittal, comply with procedures for verifying existing door and frame compatibility for new hardware, as specified in PART 3, "EXAMINATION" article, herein.
- B. Action Submittals:
1. Product Data: Technical product data for each item of door hardware, installation instructions, maintenance of operating parts and finish, and other information necessary to show compliance with requirements.
 2. Riser and Wiring Diagrams: After final approval of hardware schedule, submit details of electrified door hardware, indicating:
 - a. Wiring Diagrams: For power, signal, and control wiring and including:
 - 1) Details of interface of electrified door hardware and building safety and security systems.
 - 2) Schematic diagram of systems that interface with electrified door hardware.
 - 3) Point-to-point wiring.
 - 4) Risers.
 3. Door Hardware Schedule: Submit schedule with hardware sets in vertical format as illustrated by Sequence of Format for the Hardware Schedule as published by the Door and Hardware Institute. Indicate complete designations of each item required for each door or opening, include:
 - a. Door Index; include door number, heading number, and Architects hardware set number.
 - b. Opening Lock Function Spreadsheet: List locking device and function for each opening.
 - c. Quantity, type, style, function, size, and finish of each hardware item.
 - d. Name and manufacturer of each item.
 - e. Fastenings and other pertinent information.
 - f. Location of each hardware set cross-referenced to indications on Drawings.
 - g. Explanation of all abbreviations, symbols, and codes contained in schedule.
 - h. Mounting locations for hardware.
 - i. Door and frame sizes and materials.
 - j. Name and phone number for local manufacturer's representative for each product.
 - k. Operational Description of openings with any electrified hardware (locks, exits, electromagnetic locks, electric strikes, automatic operators, door position switches, magnetic holders or closer/holder units, and access control components). Operational description should include operational descriptions for: egress, ingress (access), and fire/smoke alarm connections.
 - 1) Submittal Sequence: Submit door hardware schedule concurrent with submissions of Product Data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate fabrication of other work that is critical in Project construction schedule.
- C. Informational Submittals:
1. Qualification Data: For Supplier, Installer and Architectural Hardware Consultant.
 2. Product data for electrified door hardware:
 - a. Certify that door hardware approved for use on types and sizes of labeled fire-rated doors complies with listed fire-rated door assemblies.
 3. Certificates of Compliance:
 - a. UL listings for fire-rated hardware and installation instructions if requested by Architect or Authority Having Jurisdiction.
 - b. Installer Training Meeting Certification: Letter of compliance, signed by Contractor, attesting to completion of installer training meeting specified in "QUALITY ASSURANCE" article, herein.
 - c. Electrified Hardware Coordination Conference Certification: Letter of compliance, signed by Contractor, attesting to completion of electrified hardware coordination

- conference, specified in "QUALITY ASSURANCE" article, herein.
4. Warranty: Special warranty specified in this Section.
- D. Closeout Submittals:
1. Operations and Maintenance Data: Provide in accordance with Division 01 and include:
 - a. Complete information on care, maintenance, and adjustment; data on repair and replacement parts, and information on preservation of finishes.
 - b. Catalog pages for each product.
 - c. Factory order acknowledgement numbers (for warranty and service)
 - d. Name, address, and phone number of local representative for each manufacturer.
 2. Parts list for each product.
 - a. Final approved hardware schedule, edited to reflect conditions as-installed.
 - b. Final keying schedule
 - c. Copies of floor plans with keying nomenclature
 - d. As-installed wiring diagrams for each opening connected to power, both low voltage and 110 volts.
 - e. Copy of warranties including appropriate reference numbers for manufacturers to identify project.

1.05 QUALITY ASSURANCE

- A. Supplier Qualifications and Responsibilities: Recognized architectural hardware supplier with record of successful in-service performance for supplying door hardware similar in quantity, type, and quality to that indicated for this Project and that provides certified Architectural Hardware Consultant (AHC) available to Owner, Architect, and Contractor, at reasonable times during the Work for consultation.
1. Warehousing Facilities: In Project's vicinity.
 2. Scheduling Responsibility: Preparation of door hardware and keying schedules.
 3. Engineering Responsibility: Preparation of data for electrified door hardware, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.
 4. Coordination Responsibility: Assist in coordinating installation of electronic security hardware with Architect and electrical engineers and provide installation and technical data to Architect and other related subcontractors.
 - a. Upon completion of electronic security hardware installation, inspect and verify that all components are working properly.
- B. Architectural Hardware Consultant Qualifications: Person who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project and meets these requirements:
1. For door hardware, DHI-certified, Architectural Hardware Consultant (AHC).
 2. Can provide installation and technical data to Architect and other related subcontractors.
 3. Can inspect and verify components are in working order upon completion of installation.
 4. Capable of producing wiring diagrams.
 5. Capable of coordinating installation of electrified hardware with Architect and electrical engineers.
- C. Single Source Responsibility: Obtain each type of door hardware from single manufacturer.
- D. Fire-Rated Door Openings: Provide door hardware for fire-rated openings that complies with NFPA 80 and requirements of authorities having jurisdiction. Provide only items of door hardware that are listed products tested by Underwriters Laboratories, Intertek Testing Services, or other testing and inspecting organizations acceptable to authorities having jurisdiction for use on types and sizes of doors indicated, based on testing at positive pressure and according to NFPA 252 or UL 10C and in compliance with requirements of fire-rated door and door frame labels.

- E. Electrified Door Hardware: Listed and labeled as defined in NFPA 70, Article 100, by testing agency acceptable to authorities having jurisdiction.
- F. Accessibility Requirements: For door hardware on doors in an accessible route, comply with governing accessibility regulations cited in "REFERENCES" article, herein.
- G. Pre-installation Conference
 - 1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 2. Inspect and discuss preparatory work performed by other trades.
 - 3. Inspect and discuss electrical roughing-in for electrified door hardware.
 - 4. Review sequence of operation for each type of electrified door hardware.
 - 5. Review required testing, inspecting, and certifying procedures.
- H. Coordination Conferences:
 - 1. Installation Coordination Conference: Prior to hardware installation, schedule and hold meeting to review questions or concerns related to proper installation and adjustment of door hardware.
 - 2. Electrified Hardware Coordination Conference: Prior to ordering electrified hardware, schedule and hold meeting to coordinate door hardware with security, electrical, doors and frames, and other related suppliers.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up for hardware delivered to Project site.
- B. Tag each item or package separately with identification coordinated with final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package.
 - 1. Deliver each article of hardware in manufacturer's original packaging.
- C. Project Conditions:
 - 1. Maintain manufacturer-recommended environmental conditions throughout storage and installation periods.
 - 2. Provide secure lock-up for door hardware delivered to Project. Control handling and installation of hardware items so that completion of Work will not be delayed by hardware losses both before and after installation.
- D. Protection and Damage:
 - 1. Promptly replace products damaged during shipping.
 - 2. Handle hardware in manner to avoid damage, marring, or scratching. Correct, replace or repair products damaged during Work.
 - 3. Protect products against malfunction due to paint, solvent, cleanser, or any chemical agent.

1.07 COORDINATION

- A. Coordinate layout and installation of floor-recessed door hardware with floor construction. Cast anchoring inserts into concrete.
- B. Installation Templates: Distribute for doors, frames, and other work specified to be factory or shop prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.
- C. Security: Coordinate installation of door hardware, keying, and access control with Owner's security consultant.
- D. Electrical System Roughing-In: Coordinate layout and installation of electrified door hardware with connections to power supplies and building safety and security systems.

1.08 WARRANTY

- A. Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Beginning from date of Substantial Completion, for durations indicated.
 - a. Closers:
 - 1) Mechanical: LCN 4000 series, 30 years.
 - b. Exit Devices:
 - 1) Mechanical: 3 years.
 - 2) Electrified: 1 year.
 - c. Locksets:
 - 1) Mechanical: 10 years.
 - d. Continuous Hinges: Lifetime warranty.
 - e. Key Blanks: Lifetime
 - 2. Warranty does not cover damage or faulty operation due to improper installation, improper use or abuse.

1.09 MAINTENANCE

- A. Maintenance Tools: Furnish complete set of special tools required for maintenance and adjustment of hardware, including changing of cylinders.

PRODUCTS

2.01 MANUFACTURERS

- A. The Owner requires use of certain products for their unique characteristics and project suitability to insure continuity of existing and future performance and maintenance standards. After investigating available product offerings, the Awarding Authority has elected to prepare proprietary specifications. These products are specified with the notation: "No Substitute."
 - 1. Where "No Substitute" is noted, submittals and substitution requests for other products will not be considered.

2.02 MATERIALS

- A. Fasteners
 - 1. Provide hardware manufactured to conform to published templates, generally prepared for machine screw installation.
 - 2. Furnish screws for installation with each hardware item. Finish exposed (exposed under any condition) screws to match hardware finish, or, if exposed in surfaces of other work, to match finish of this other work including prepared for paint surfaces to receive painted finish.
 - 3. Provide concealed fasteners for hardware units exposed when door is closed except when no standard units of type specified are available with concealed fasteners. Do not use thru-bolts for installation where bolt head or nut on opposite face is exposed in other work unless thru-bolts are required to fasten hardware securely. Review door specification and advise Architect if thru-bolts are required.
 - 4. Install hardware with fasteners provided by hardware manufacturer.
- B. Modification and Preparation of Existing Doors: Where existing door hardware is indicated to be removed and reinstalled.
 - 1. Provide necessary fillers, Dutchmen, reinforcements, and fasteners, compatible with existing materials, as required for mounting new opening hardware and to cover existing door and frame preparations.

2. Use materials which match materials of adjacent modified areas.
 3. When modifying existing fire-rated openings, provide materials permitted by NFPA 80 as required to maintain fire-rating.
- C. Provide screws, bolts, expansion shields, drop plates and other devices necessary for hardware installation.
1. Where fasteners are exposed to view: Finish to match adjacent door hardware material.

2.03 CONTINUOUS HINGES

- A. Aluminum Geared
1. Manufacturers:
 - a. Scheduled Manufacturer: IVES.
 - b. Acceptable Manufacturers: Select, Roton.
 2. Requirements:
 - a. Provide aluminum geared continuous hinges conforming to ANSI/BHMA A156.26, Grade 1.
 - b. Provide aluminum geared continuous hinges, where specified in the hardware sets, fabricated from 6063-T6 aluminum.
 - c. Provide split nylon bearings at each hinge knuckle for quiet, smooth, self-lubricating operation.
 - d. Provide hinges capable of supporting door weights up to 450 pounds, and successfully tested for 1,500,000 cycles.
 - e. On fire-rated doors, provide aluminum geared continuous hinges that are classified for use on rated doors by testing agency acceptable to authority having jurisdiction.
 - f. Provide aluminum geared continuous hinges with electrified option scheduled in the hardware sets. Provide with sufficient number and wire gage to accommodate electric function of specified hardware.
 - g. Install hinges with fasteners supplied by manufacturer.
 - h. Provide hinges 1 inch (25 mm) shorter in length than nominal height of door, unless otherwise noted or door details require shorter length and with symmetrical hole pattern.

2.04 ELECTRIC POWER TRANSFER

- A. Manufacturers:
1. Scheduled Manufacturer: VON DUPRIN EPT-10.
 2. Acceptable Manufacturers: No substitution.
- B. Provide power transfer with electrified options as scheduled in the hardware sets. Provide with number and gage of wires sufficient to accommodate electric function of specified hardware.
- C. Locate electric power transfer per manufacturer's template and UL requirements, unless interference with operation of door or other hardware items.

2.05 EXIT DEVICES

- A. Manufacturers and Products:
1. Scheduled Manufacturer and Product: Von Duprin 99 series.
 2. Acceptable Manufacturers and Products: No substitution.
- B. Requirements:
1. Provide exit devices tested to ANSI/BHMA A156.3 Grade 1 and UL listed for Panic Exit or Fire Exit Hardware.
 2. Cylinders: Refer to "KEYING" article, herein.
 3. Provide touchpad type exit devices, fabricated of brass, bronze, stainless steel, or aluminum, plated to standard architectural finishes to match balance of door hardware.
 4. Touchpad must extend a minimum of one half of door width. No plastic inserts are allowed in touchpads.

5. Provide exit devices with deadlatching feature for security and for future addition of alarm kits and/or other electrified requirements.
6. Provide flush end caps for exit devices.
7. Provide exit devices with manufacturer's approved strikes.
8. Provide exit devices cut to door width and height. Install exit devices at height recommended by exit device manufacturer, allowable by governing building codes, and approved by Architect.
9. Mount mechanism case flush on face of doors, or provide spacers to fill gaps behind devices. Where glass trim or molding projects off face of door, provide glass bead kits.
10. Provide less dogging as specified at non fire-rated openings.
11. Removable Mullions: 2 inches (51 mm) x 3 inches (76 mm) steel tube. Where scheduled as keyed removable mullion, provide type that can be removed by use of a keyed cylinder, which is self-locking when re-installed.
12. Provide factory drilled weep holes for exit devices used in full exterior application, highly corrosive areas, and where noted in hardware sets.
13. Provide electrified options as scheduled.
14. 98/9949, 33/3549A, 98/9950 WDC - NO SUBSTITUTION: Concealed Vertical Cable Exit Devices: provide cable-actuated concealed vertical latch system in two-point for non-rated or fire rated wood doors up to a 90 minute rating and less bottom latch (LBL) configuration for non-rated or fire rated wood doors up to 20 minute rating. Vertical rods not permitted.
 - a. Cable: Stainless steel with abrasive resistant coating. Conduit and core wire ends snap into latch and center slides without use of tools.
 - b. Wood Door Prep: Maximum 1 inch x 1.1875 inch x 3.875 inches top latch pocket and 1 inch x 1.1875 inch x 5 inches bottom latch pocket which does not require the use of a metal wrap or edge for non-rated or fire rated wood doors up to a 45 minute rating.
 - c. Latchbolts and Blocking Cams: Manufactured from sintered metal low carbon copper- infiltrated steel, with molybdenum disulfide low friction coating.
 - d. Top Latchbolt: Minimum 0.38 inch (10 mm) and greater than 90 degree engagement with strike to prevent door and frame separation under high static load.
 - e. Bottom Latchbolt: Minimum of 0.44 inch (11 mm) engagement with strike.
 - f. Product Cycle Life: 1,000,000 cycles.
 - g. Latch Operation: Top and bottom latch operate independently of each other. Top latch fully engages top strike even when bottom latch is compromised. Separate trigger mechanisms not permitted.
 - h. Latch release does not require separate trigger mechanism.
15. Cable and latching system characteristics:
 - 1) Installed independently of exit device installation, and capable of functioning on door prior to device and trim installation.
 - 2) Connected to exit device at single point in steel and aluminum doors, and two points for top and bottom latches in wood doors.
 - 3) Bottom latch height adjusted, from single point for steel and aluminum doors and two points for wood doors, after system is installed and connected to exit device, while door is hanging
 - 4) Bottom latch position altered up and down minimum of 2 inches (51 mm) in steel and aluminum doors without additional adjustment. Bottom latch deadlocks in every adjustment position in wood doors.
 - 5) Top and bottom latches in steel and aluminum doors and top latch in wood doors may be removed while door is hanging.
16. Top latch mounting: double or single tab mount for steel doors, face mount for aluminum doors eliminating requirement of tabs, and double tab mount for wood doors.

17. Provide exit devices with optional trim designs to match other lever and pull designs used on the project.

2.06 POWER SUPPLIES

- A. Manufacturers and Products:
 1. Scheduled Manufacturer and Product: Schlage/Von Duprin PS900 series.
- B. Acceptable Manufacturers and Products: No substitution.
- C. Requirements:
 1. Provide power supplies approved by manufacturer of supplied electrified hardware.
 2. Provide appropriate quantity of power supplies necessary for proper operation of electrified locking components as recommended by manufacturer of electrified locking components with consideration for each electrified component using power supply, location of power supply, and approved wiring diagrams. Locate power supplies as directed by Architect.
 3. Provide regulated and filtered 24 VDC power supply, and UL class 2 listed.
 4. Provide power supplies with the following features:
 - a. 12/24 VDC Output, field selectable.
 - b. Class 2 Rated power limited output.
 - c. Universal 120-240 VAC input.
 - d. Low voltage DC, regulated and filtered.
 - e. Polarized connector for distribution boards.
 - f. Fused primary input.
 - g. AC input and DC output monitoring circuit w/LED indicators.
 - h. Cover mounted AC Input indication.
 - i. Tested and certified to meet UL294.
 - j. NEMA 1 enclosure.
 - k. Hinged cover w/lock down screws.
 - l. High voltage protective cover.

2.07 CYLINDERS

- A. Manufacturers:
 1. Scheduled Manufacturer: BEST
 2. No substitution.
- B. Requirements:
 1. Provide interchangeable cylinders/cores to match Owner's existing key system, compliant with ANSI/BHMA A156.5; latest revision; cylinder face finished to match lockset, manufacturer's series as indicated. Refer to "KEYING" article, herein.
 2. Provide the following keyway: BEST

2.08 KEYING

- A. Provide a factory registered keying system, complying with guidelines in ANSI/BHMA A156.28, incorporating decisions made at keying conference with Owner and Best representative.

2.09 DOOR CLOSERS

- A. Manufacturers and Products:
 1. Scheduled Manufacturer and Product: LCN 4010/4110 series.
 2. Acceptable Manufacturers and Products: No substitution.
- B. Requirements:
 1. Provide door closers conforming to ANSI/BHMA A156.4 Grade 1 requirements by BHMA certified independent testing laboratory. Certify surface mounted mechanical closers to meet fifteen million (15,000,000) full load cycles. ISO 9000 certify closers. Stamp units

- with date of manufacture code.
2. Provide door closers with fully hydraulic, full rack and pinion action with high strength cast iron cylinder, and full complement bearings at shaft.
 3. Cylinder Body: 1-1/2 inch (38 mm) diameter with 11/16 inch (17 mm) diameter double heat-treated pinion journal.
 4. Hydraulic Fluid: Fireproof, passing requirements of UL10C, and requiring no seasonal closer adjustment for temperatures ranging from 120 degrees F to -30 degrees F.
 5. Spring Power: Continuously adjustable over full range of closer sizes, and providing reduced opening force as required by accessibility codes and standards.
 6. Hydraulic Regulation: By tamper-proof, non-critical valves, with separate adjustment for latch speed, general speed, and backcheck.
 7. Provide closers with solid forged steel main arms and factory assembled heavy-duty forged forearms for parallel arm closers. When closers are parallel arm mounted, provide closers which mount within 6-inch (152 mm) top rail without use of mounting plate so that closer is not visible through vision panel from pull side.
 8. Pressure Relief Valve (PRV) Technology: Not permitted.
 9. Finish for Closer Cylinders, Arms, Adapter Plates, and Metal Covers: Powder coating finish which has been certified to exceed 100 hours salt spray testing as described in ANSI/BHMA Standard A156.4 and ASTM B117, or has special rust inhibitor (SRI).
 10. Provide special templates, drop plates, mounting brackets, or adapters for arms as required for details, overhead stops, and other door hardware items interfering with closer mounting.

2.10 OVERHEAD STOPS AND OVERHEAD STOP/HOLDERS

- A. Manufacturers:
 1. Scheduled Manufacturers:
 - a. Glynn-Johnson
 2. Acceptable Manufacturers:
 - a. Rixson
- B. Requirements:
 1. Provide overhead stop at any door where conditions do not allow for a wall stop or floor stop presents tripping hazard.
 2. Provide friction type at doors without closer and positive type at doors with closer.

2.11 DOOR STOPS AND HOLDERS

- A. Manufacturers:
 1. Scheduled Manufacturer: IVES.
 2. Acceptable Manufacturers: Burns, Rockwood.
- B. Provide door stops at each door leaf:
 1. Provide wall stops wherever possible. Provide convex type where mortise type locks are used and concave type where cylindrical type locks are used.
 2. Where a wall stop cannot be used, provide universal floor stops for low or high rise options.
 3. Where wall or floor stop cannot be used, provide medium duty surface mounted overhead stop.

2.12 THRESHOLDS, SEALS, DOOR SWEEPS, AUTOMATIC DOOR BOTTOMS, AND GASKETING

- A. Manufacturers:
 1. Scheduled Manufacturer: Zero International.

2. Acceptable Manufacturers: National Guard, Reese.
- B. Requirements:
1. Provide thresholds, weather-stripping (including door sweeps, seals, and astragals) and gasketing systems (including smoke, sound, and light) as specified and per architectural details. Match finish of other items.
 2. Smoke- and Draft-Control Door Assemblies: Where smoke- and draft-control door assemblies are required, provide door hardware that meets requirements of assemblies tested according to UL 1784 and installed in compliance with NFPA 105.
 3. Size of thresholds:
 - a. Saddle Thresholds: 1/2 inch (13 mm) high by jamb width by door width
 - b. Bumper Seal Thresholds: 1/2 inch (13 mm) high by 5 inches (127 mm) wide by door width
 4. Provide door sweeps, seals, astragals, and auto door bottoms only of type where resilient or flexible seal strip is easily replaceable and readily available.

2.13 ACCESS CONTROL READER

- A. Manufacturers and Products:
1. Schedule manufacturer and Product: Schlage MT11.
 2. Acceptable Manufacturers and Products: NO SUBSTITUTION.
- B. Requirements: Read Only Multi-Technology Contactless Reader.
1. Provide access control card readers manufactured by a global company who is a recognized leader in the production of access control devices. Card reader manufactured for non-access control applications are not acceptable.
 2. Provide multi-technology contactless readers which can read access control data from both 125 kHz and 13.56 MHz contactless readers optimally designed for use in access control applications that require both 125 kHz Proximity and 13.56 MHz contactless smart cards,
 3. System compatible with existing system and access cards.
 4. Preferred Installer: Protex Central, Inc. 1239 North Minnesota Ave. PO Box 1467, Hastings, NE 68902. (402) 463-0666.

2.14 FINISHES

- A. Finish: BHMA 626/652 (US26D); except:
1. Push Plates, Pulls, and Push Bars: BHMA 630 (US32D)
 2. Protection Plates: BHMA 630 (US32D)
 3. Overhead Stops and Holders: BHMA 630 (US32D)
 4. Thresholds: Mill Finish Aluminum
- B. Finish: BHMA 613/640 (US10B); except:
1. Aluminum Geared Continuous Hinges: BHMA 710
 2. Cylinders: BHMA 613
 3. Door Closers: Powder Coat to Match. 695
 4. Weatherstripping: Dark Bronze Anodized Aluminum.
 5. Drip cap and sweep: Extruded Architectural dark Bronze
- C. Finish: BHMA 643e/716 (US11); except:
1. Exit devices: BHMA 643e
 2. Door Closers: Powder Coat to Match. 695
 3. Overhead Stops and Holders: BHMA 643e

EXECUTION

3.01 EXAMINATION

- A. Prior to installation of hardware, examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Field verify existing doors and frames receiving new hardware and existing conditions receiving new openings. Verify that new hardware is compatible with existing door and frame preparation and existing conditions.
- C. Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Where on-site modification of doors and frames is required:
 - 1. Carefully remove existing door hardware and components being reused. Clean, protect, tag, and store in accordance with storage and handling requirements specified herein.
 - 2. Field modify and prepare existing door and frame for new hardware being installed.
 - 3. When modifications are exposed to view, use concealed fasteners, when possible.
 - 4. Prepare hardware locations and reinstall in accordance with installation requirements for new door hardware and with:
 - a. Steel Doors and Frames: For surface applied door hardware, drill and tap doors and frames according to ANSI/SDI A250.6.
 - b. Wood Doors: DHI WDHS.5 "Recommended Hardware Reinforcement Locations for Mineral Core Wood Flush Doors."
 - c. Doors in rated assemblies: NFPA 80 for restrictions on on-site door hardware preparation.

3.03 INSTALLATION

- A. Mount door hardware units at heights to comply with the following, unless otherwise indicated or required to comply with governing regulations.
 - 1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
 - 2. Custom Steel Doors and Frames: HMMA 831.
 - 3. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
- B. Install each hardware item in compliance with manufacturer's instructions and recommendations, using only fasteners provided by manufacturer.
- C. Do not install surface mounted items until finishes have been completed on substrate. Protect all installed hardware during painting.
- D. Set units level, plumb and true to line and location. Adjust and reinforce attachment substrate as necessary for proper installation and operation.
- E. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- F. Install operating parts so they move freely and smoothly without binding, sticking, or excessive clearance.
- G. Hinges: Install types and in quantities indicated in door hardware schedule but not fewer than quantity recommended by manufacturer for application indicated or one hinge for every 30 inches (750 mm) of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.

- H. Intermediate Offset Pivots: Where offset pivots are indicated, provide intermediate offset pivots in quantities indicated in door hardware schedule but not fewer than one intermediate offset pivot per door and one additional intermediate offset pivot for every 30 inches (750 mm) of door height greater than 90 inches (2286 mm).
- I. Lock Cylinders: Install construction cores to secure building and areas during construction period.
 - 1. Replace construction cores with permanent cores as indicated in keying section.
 - 2. Furnish permanent cores to Owner for installation.
- J. Wiring: Coordinate with Division 26, ELECTRICAL sections for:
 - 1. Conduit, junction boxes and wire pulls.
 - 2. Connections to and from power supplies to electrified hardware.
 - 3. Connections to fire/smoke alarm system and smoke evacuation system.
 - 4. Connection of wire to door position switches and wire runs to central room or area, as directed by Architect.
 - 5. Testing and labeling wires with Architect's opening number.
- K. Door Closers: Mount closers on room side of corridor doors, inside of exterior doors, and stair side of stairway doors from corridors. Mount closers so they are not visible in corridors, lobbies and other public spaces unless approved by Architect.
- L. Closer/holders: Mount closer/holders on room side of corridor doors, inside of exterior doors, and stair side of stairway doors.
- M. Power Supplies: Locate power supplies as indicated or, if not indicated, above accessible ceilings or in equipment room, or alternate location as directed by Architect.
- N. Thresholds: Set thresholds in full bed of sealant complying with requirements specified in Division 07 Section "Joint Sealants."
- O. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they may impede traffic or present tripping hazard.
- P. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
- Q. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.
- R. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.

3.04 FIELD QUALITY CONTROL

- A. Engage qualified manufacturer trained representative to perform inspections and to prepare inspection reports.
 - 1. Representative will inspect door hardware and state in each report whether installed work complies with or deviates from requirements, including whether door hardware is properly installed and adjusted.

3.05 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
 - 1. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.
- B. Occupancy Adjustment: Approximately three to six months after date of Substantial Completion, Installer's Architectural Hardware Consultant must examine and readjust each item of door hardware, including adjusting operating forces, as necessary to ensure function of doors and door hardware.

3.06 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by door hardware installation.
- B. Clean operating items as necessary to restore proper function and finish.
- C. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of Substantial Completion.

3.07 DOOR HARDWARE SCHEDULE

- A. Hardware items are referenced in the following hardware. Refer to the above-specifications for special features, options, cylinders/keying, and other requirements.
- B. Hardware Sets:

END OF SECTION 08 71 00

Hardware Group No. 01 - COORDINATE WITH ELECTRICAL AND ACCESS CONTROL
 For use on Door #(s):

103A

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER	ITEMID	FINISH	MFR
1	EA	CONTINUOUS HINGE WITH EPT	112XY EPT		710	IVE
1	EA	POWER TRANSFER	EPT10	^	695	VON
1	EA	ELEC PANIC HARDWARE	RX-LC-QEL-99-NL 24 VDC	^	643e	VON
1	EA	SFIC RIM CYLINDER	12E72 S2 RP		613	SCH
1	EA	OH STOP	100S		643e	GLY
1	EA	SURF. AUTO OPERATOR	4642 WMS 120 VAC	^	695	LCN
2	EA	ACTUATOR, JAMB MOUNT	8310-818T	^	630	LCN
2	EA	ACTUATOR, DUAL WALL MOUNT	8310-855	^	630	LCN
1	EA	RAIN DRIP	142D		D	ZER
1	EA	DOOR SWEEP	39D		D	ZER
1	EA	THRESHOLD	654A-223		A	ZER
1	EA	MULTITECH READER - MULLION MOUNT	MT11 12 VDC	^	BLK	SCE
1	EA	POWER SUPPLY	PS902 900-4RL-FA 900-BBK 120/240 VAC	^		VON

PERIMETER GASKETING PROVIDED BY DOOR MANUFACTURE

Hardware Group No. 02 - COORDINATE WITH ELECTRICAL AND ACCESS CONTROL

For use on Door #(s):

101A 102A 104A 105A

Provide each SGL door(s) with the following:

QTY	EA	DESCRIPTION	CATALOG NUMBER	ITEMID	FINIS H	MFR
1	EA	CONTINUOUS HINGE WITH EPT	112XY EPT		710	IVE
1	EA	POWER TRANSFER	EPT10	^	695	VON
1	EA	ELEC PANIC HARDWARE	RX-LC-QEL-99-NL 24 VDC	^	643e	VON
1	EA	SFIC RIM CYLINDER	12E72 S2 RP		613	SCH
1	EA	OH STOP	100S		643e	GLY
1	EA	SURFACE CLOSER	4111 EDA		695	LCN
1	EA	RAIN DRIP	142D		D	ZER
1	EA	DOOR SWEEP	39D		D	ZER
1	EA	THRESHOLD	654A-223		A	ZER
1	EA	MULTITECH READER - MULLION MOUNT	MT11 12 VDC	^	BLK	SCE
1	EA	POWER SUPPLY	PS902 900-4RL-FA 900-BBK 120/240 VAC	^		VON

PERIMETER GASKETING PROVIDED BY DOOR MANUFACTURE

Hardware Group No. 03 - COORDINATE WITH ELECTRICAL AND ACCESS CONTROL

For use on Door #(s):

104B 105B

Provide each SGL door(s) with the following:

QTY	EA	DESCRIPTION	CATALOG NUMBER	ITEMID	FINISH	MFR
1	EA	CONTINUOUS HINGE WITH EPT	112XY EPT		710	IVE
1	EA	POWER TRANSFER	EPT10	^	695	VON
1	EA	ELEC PANIC HARDWARE	RX-LC-QEL-99-DT 24 VDC	^	643e	VON
1	EA	OH STOP	100S		643e	GLY
1	EA	SURFACE CLOSER	4111 EDA		695	LCN
1	EA	RAIN DRIP	142D		D	ZER
1	EA	DOOR SWEEP	39D		D	ZER
1	EA	THRESHOLD	654A-223		A	ZER
1	EA	POWER SUPPLY	PS902 900-4RL-FA 900-BBK 120/240 VAC	^		VON

PERIMETER GASKETING PROVIDED BY DOOR MANUFACTURE

SECTION 08 80 00 - GLAZING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Insulating glass units.
- B. Glazing compounds.

1.02 REFERENCE STANDARDS

- A. 16 CFR 1201 - Safety Standard for Architectural Glazing Materials Current Edition.
- B. ANSI Z97.1 - American National Standard for Safety Glazing Materials Used in Buildings - Safety Performance Specifications and Methods of Test 2015 (Reaffirmed 2020).
- C. ASTM C864 - Standard Specification for Dense Elastomeric Compression Seal Gaskets, Setting Blocks, and Spacers 2005 (Reapproved 2019).
- D. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2018.
- E. ASTM C1036 - Standard Specification for Flat Glass 2021.
- F. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass 2018.
- G. ASTM C1172 - Standard Specification for Laminated Architectural Flat Glass 2019.
- H. ASTM C1193 - Standard Guide for Use of Joint Sealants 2016.
- I. ASTM C1376 - Standard Specification for Pyrolytic and Vacuum Deposition Coatings on Flat Glass 2021a.
- J. ASTM E1300 - Standard Practice for Determining Load Resistance of Glass in Buildings 2016.
- K. ASTM E2190 - Standard Specification for Insulating Glass Unit Performance and Evaluation 2019.
- L. ASTM F1233 - Standard Test Method for Security Glazing Materials And Systems 2021.
- M. GANA (SM) - GANA Sealant Manual 2008.
- N. NFRC 100 - Procedure for Determining Fenestration Product U-factors 2020.
- O. NFRC 200 - Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence 2020.
- P. NFRC 300 - Test Method for Determining the Solar Optical Properties of Glazing Materials and Systems 2023.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data on Insulating Glass Unit and Glazing Unit Glazing Types: Provide structural, physical and environmental characteristics, size limitations, special handling and installation requirements.
- C. Product Data on Glazing Compounds and Accessories: Provide chemical, functional, and environmental characteristics, limitations, special application requirements, and identify available colors.
- D. Samples: Submit two samples 8 by 8 inch in size of glass units.
- E. Installer's qualification statement.
- F. Warranty Documentation: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

1.04 FIELD CONDITIONS

- A. Do not install glazing when ambient temperature is less than 40 degrees F.

- B. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

1.05 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Insulating Glass Units: Provide a ten (10) year manufacturer warranty to include coverage for seal failure, interpane dusting or misting, including providing products to replace failed units.
- C. Laminated Glass: Provide a ten (10) year manufacturer warranty to include coverage for delamination, including providing products to replace failed units.
- D. Heat Soaked Tempered Glass: Provide a five (5) year manufacturer warranty to include coverage for spontaneous breakage of fully tempered glass caused by nickel sulfide (NiS) inclusions.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Float Glass Manufacturers:
 - 1. AGC Glass North America, Inc: www.agcglass.com/#sle.
 - 2. Cardinal Glass Industries: www.cardinalcorp.com/#sle.
 - 3. Guardian Glass, LLC: www.guardianglass.com/#sle.
 - 4. Pilkington North America Inc: www.pilkington.com/na/#sle.
 - 5. Vitro Architectural Glass (formerly PPG Glass): www.vitroglazings.com/#sle.

2.02 PERFORMANCE REQUIREMENTS - EXTERIOR GLAZING ASSEMBLIES

- A. Provide type and thickness of exterior glazing assemblies to support assembly dead loads, and to withstand live loads caused by positive and negative wind pressure acting normal to plane of glass.
 - 1. Comply with ASTM E1300 for design load resistance of glass type, thickness, dimensions, and maximum lateral deflection of supported glass.
 - 2. Provide glass edge support system sufficiently stiff to limit the lateral deflection of supported glass edges to less than 1/175 of their lengths under specified design load.
 - 3. Glass thicknesses listed are minimum.
- B. Weather-Resistive Barrier Seals: Provide completed assemblies that maintain continuity of building enclosure water-resistive barrier, vapor retarder, and/or air barrier.
 - 1. In conjunction with weather barrier related materials described in other sections, as follows:
- C. Thermal and Optical Performance: Provide exterior glazing products with performance properties as indicated. Performance properties are in accordance with manufacturer's published data as determined with the following procedures and/or test methods:
 - 1. Center of Glass U-Value: Comply with NFRC 100 using Lawrence Berkeley National Laboratory (LBNL) WINDOW 6.3 computer program.
 - 2. Center of Glass Solar Heat Gain Coefficient (SHGC): Comply with NFRC 200 using Lawrence Berkeley National Laboratory (LBNL) WINDOW 6.3 computer program.
 - 3. Solar Optical Properties: Comply with NFRC 300 test method.

2.03 GLASS MATERIALS

- A. Float Glass: Provide float glass based glazing unless otherwise indicated.
 - 1. Annealed Type: ASTM C1036, Type I - Transparent Flat, Class 1 - Clear, Quality - Q3.
 - 2. Kind HS - Heat-Strengthened Type: Complies with ASTM C1048.
 - 3. Kind FT - Fully Tempered Type: Complies with ASTM C1048.

4. Fully Tempered Safety Glass: Complies with ANSI Z97.1 or 16 CFR 1201 criteria for safety glazing used in hazardous locations.
 5. Heat-Soak Testing (HST): Provide HST of fully tempered glass used on free-standing glass protective barrier or other demanding applications of project, to reduce risks of spontaneous breakage due to nickel sulfide (NiS) induced fractures in accordance with industry established testing requirements.
- B. Laminated Glass: Float glass laminated in accordance with ASTM C1172.
1. Laminated Safety Glass: Complies with ANSI Z97.1 - Class B or 16 CFR 1201 - Category I impact test requirements.

2.04 INSULATING GLASS UNITS

- A. Insulating Glass Units: Types as indicated.
1. Durability: Certified by an independent testing agency to comply with ASTM E2190.
 2. Coated Glass: Comply with requirements of ASTM C1376 for pyrolytic (hard-coat) or magnetic sputter vapor deposition (soft-coat) type coatings on flat glass; coated vision glass, Kind CV; coated overhead glass, Kind CO; or coated spandrel glass, Kind CS.
 3. Spacer Color: Black.
 4. Edge Seal:
 - a. Color: Black.
 5. Purge interpane space with dry air, hermetically sealed.
- B. Type IG-T - Insulating Glass Units: Vision glass, double glazed.
1. Applications: Exterior glazing unless otherwise indicated.
 2. Space between lites filled with air.
 3. Outboard Lite: Annealed float glass, 1/4 inch thick, minimum.
 - a. Tint: Gray.
 4. Inboard Lite: Annealed float glass, 1/4 inch thick, minimum.
 - a. Tint: Clear.
 - b. Coating: Low-E on #3 surface.
 5. Total Thickness: 1 inch.
 6. Thermal Transmittance (U-Value), Summer - Center of Glass: .33, nominal.
 7. Visible Light Transmittance (VLT): 26 percent, nominal.
 8. Shading Coefficient: .43, nominal.
 9. Solar Heat Gain Coefficient (SHGC): .37, nominal.
 10. Visible Light Reflectance, Outside: 7 percent, nominal.

2.05 BASIS OF DESIGN - INSULATING GLASS UNITS

- A. Basis of Design - Insulating Glass Units: Vision glazing, with low-e coating.
1. Applications: Exterior insulating glass glazing unless otherwise indicated.
 2. Space between lites filled with air.
 3. Total Thickness: 1 inch.
 4. Thermal Transmittance (U-Value), Summer - Center of Glass: .33, nominal.
 5. Visible Light Transmittance (VLT): 26 percent, nominal.
 6. Shading Coefficient: .43, nominal.
 7. Solar Heat Gain Coefficient (SHGC): .37, nominal.
 8. Visible Light Reflectance, Outside: 7 percent, nominal.
 9. Glazing Method: Dry glazing method, gasket glazing.
 10. Durability: Certified by an independent testing agency to comply with ASTM E2190.
 11. Coated Glass: Comply with requirements of ASTM C1376 for pyrolytic (hard-coat) or magnetic sputter vapor deposition (soft-coat) type coatings on flat glass; coated vision glass, Kind CV; coated overhead glass, Kind CO; or coated spandrel glass, Kind CS.

12. Spacer Color: Black.
13. Edge Seal:
14. Color: Black.
15. Purge interpane space with dry air, hermetically sealed.
16. Basis of Design - Pilkington North America Inc: www.pilkington.com/na/#sle.Basis of Design - Pilkington North America Inc: www.pilkington.com/na/#sle.
 - a. Outboard Lite: Heat-strengthened float glass, 1/4 inch thick, minimum.
 - 1) Glass: Pilkington Optifloat Tints.
 - 2) Glass Tint: Grey.
 - b. Inboard Lite: Fully tempered float glass, 1/4 inch thick, minimum.
 - 1) Low-E Coating: Pilkington Energy Advantage with coating on #3 surface.
 - 2) Glass: Pilkington Optifloat Clear.
17. Outboard Lite: Fully tempered float glass, 1/4 inch thick, minimum.
 - a. Low-E Coating: Vitro Architectural Glass (formerly PPG Glass) Solarban 60 on #2 surface.
 - b. Glass: Optigray.

2.06 GLAZING COMPOUNDS

- A. Butyl Sealant: Single component; ASTM C920 Grade NS, Class 12-1/2, Uses M and A, Shore A hardness of 10 to 20; black color.
- B. Polyurethane Sealant: Single component, chemical curing, non-staining, non-bleeding; ASTM C920 Type S, Grade NS, Class 25, Uses M, A, and G; with cured Shore A hardness range of 20 to 35; as selected color.

2.07 ACCESSORIES

- A. Setting Blocks: Silicone, with 80 to 90 Shore A durometer hardness; ASTM C864 Option II. Length of 0.1 inch for each square foot of glazing or minimum 4 inch by width of glazing rabbet space minus 1/16 inch by height to suit glazing method and pane weight and area.
- B. Spacer Shims: Neoprene, 50 to 60 Shore A durometer hardness; ASTM C864 Option II. Minimum 3 inch long by one half the height of the glazing stop by thickness to suit application, self adhesive on one face.
- C. Glazing Tape, Back Bedding Mastic Type: Preformed, butyl-based, 100 percent solids compound with integral resilient spacer rod applicable to application indicated; 5 to 30 cured Shore A durometer hardness; coiled on release paper; black color.
- D. Glazing Splines: Resilient silicone extruded shape to suit glazing channel retaining slot; ASTM C864 Option II; color black.

PART 3 EXECUTION

3.01 VERIFICATION OF CONDITIONS

- A. Verify that openings for glazing are correctly sized and within tolerances, including those for size, squareness, and offsets at corners.
- B. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and support framing is ready to receive glazing system.
- C. Verify that sealing between joints of glass framing members has been completed effectively.
- D. Proceed with glazing system installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Clean contact surfaces with appropriate solvent and wipe dry within maximum of 24 hours before glazing. Remove coatings that are not tightly bonded to substrates.
- B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- C. Prime surfaces scheduled to receive sealant where required for proper sealant adhesion.

3.03 INSTALLATION, GENERAL

- A. Install glazing in compliance with written instructions of glass, gaskets, and other glazing material manufacturers, unless more stringent requirements are indicated, including those in glazing referenced standards.
- B. Install glazing sealants in accordance with ASTM C1193, GANA (SM), and manufacturer's instructions.
- C. Do not exceed edge pressures around perimeter of glass lites as stipulated by glass manufacturer.
- D. Set glass lites of system with uniform pattern, draw, bow, and similar characteristics.
- E. Set glass lites in proper orientation so that coatings face exterior or interior as indicated.
- F. Prevent glass from contact with any contaminating substances that may be the result of construction operations such as, and not limited to the following; weld splatter, fire-safing, plastering, mortar droppings, etc.

3.04 INSTALLATION - DRY GLAZING METHOD (GASKET GLAZING)

- A. Application - Exterior and/or Interior Glazed: Set glazing infills from either the exterior or the interior of the building.
- B. Place setting blocks at 1/4 points with edge block no more than 6 inch from corners.
- C. Rest glazing on setting blocks and push against fixed stop with sufficient pressure on gasket to attain full contact.
- D. Install removable stops without displacing glazing gasket; exert pressure for full continuous contact.

3.05 CLEANING

- A. Remove excess glazing materials from finish surfaces immediately after application using solvents or cleaners recommended by manufacturers.
- B. Remove nonpermanent labels immediately after glazing installation is complete.
- C. Clean glass and adjacent surfaces after sealants are fully cured.
- D. Clean glass on both exposed surfaces not more than 4 days prior to Date of Substantial Completion in accordance with glass manufacturer's written recommendations.

3.06 PROTECTION

- A. After installation, mark pane with an 'X' by using removable plastic tape or paste; do not mark heat absorbing or reflective glass units.
- B. Remove and replace glass that is damaged during construction period prior to Date of Substantial Completion.

END OF SECTION 08 80 00