LCCC Science Building Wall Coverings
Phase II

LARAMIE COUNTY COMMUNITY COLLEGE
1400 EAST-College Drive
CHEYENNE, WYOMING

DATE: 03/05/2019

Tobin
AND ASSOCIATES
ARCHITECTURE
AND PLANNING

P. O. Box 2420
1820 Dillon Avenue, Suite 200A
Cheyenne, Wyoming 82003
DRAWINGS AND SPECIFICATIONS FOR
LCCC Science Building Wall Coverings
Phase II

LARAMIE COUNTY COMMUNITY COLLEGE
1400 EAST COLLEGE DRIVE
CHEYENNE, WYOMING

Date: March 5, 2019
Architects’ Project No. 17-07-12

ARCHITECT:
  Tobin & Associates, P.C.
  P.O. Box 2420
  Cheyenne, Wyoming 82003
  (307) 632-3144
LARAMIE COUNTY COMMUNITY COLLEGE
SCIENCE BUILDING WALL COVERING PHASE II
PROJECT

DATE: March 5, 2019

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INVITATION FOR BID – CONSTRUCTION SERVICES

PROJECT: Science Building Wall Coverings Phase II

BID No.: IFB-19136

DUE DATE & TIME: April 9, 2019 @ 3:00 p.m. (prevailing local time)

BID: Sealed Bids, subject to the terms, conditions and specifications herein stipulated and/or attached hereto, will be received at the Laramie County Community College Contracts Office located in the Administration Building on 1400 East College Drive, Cheyenne, WY 82007 at Administration Building room AM-108 in until April 9, 2019 at 3:00 p.m. (prevailing local time), and then publicly opened, read aloud and duly recorded.

PRE-BID MEETING: A MANDATORY Pre-Bid meeting and job walk will be held on March 26, 2019 @ 11:00 a.m. (prevailing local time) in the Plant Operations Room PO-106. Attendance at the Mandatory Pre-Bid meeting is required to bid on this project. ***Doors will be locked at 11:00 a.m.***

Jamie Spezzano
Director, Contracting & Procurement
Laramie County Community College
1400 East College Drive
Cheyenne, WY 82007
Phone: (307) 778-1280
Fax: (307) 778-4300
E-mail: jspezzano@lccc.wy.edu

Document Issue Date: February 25, 2019
SECTION ONE

DEFINITIONS AND TERMINOLOGY

Wherever used in this bid these or other related procurement documents, the following terms have meanings indicated which are applicable to both the singular and plural thereof.

**Addenda**: Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bid documents or the related procurement documents.

**Architect**: Owner’s contract consultant and contracted project representative.

**Bid and/or Bid Documents**: Bid Document, applicable addenda, other affiliated or referenced data specific to said bid.

**Bid Process or Period**: Begins with issue/publication of bid document to public sector, and concludes at the award of the bid.

**Bidder**: Vendor, firm, or contractor submitting a Bid

**Contractor**: Vendor, firm, or company awarded a contract or PO for this Bid

**Contract Document**: A legally enforceable (*binding*) agreement between two competent parties; evidenced by an offer and acceptance of offer. Document shall include by reference, all Bid Documents, contractor’s bid, negotiated documents, issued addendums, special or supplemental conditions, specifications, and any mutually agreed upon modifications, and/or additions.

**Firm**: Same as vendor or contractor

**Issuing Office**: The issuing office for this IFB is: Tobin & Associates, P.C., 1820 Dillon Avenue, Cheyenne, WY 820091

**LCCC**: Laramie County Community College (*College*) or Owner, one in the same.

**Purchase Order**: A contractual agreement with a vendor for goods or services that specifies payment terms, delivery dates, item identification, quantities, freight terms, and other obligations and conditions.

**Specifications**: Those portions of this proposal consisting of written or graphic technical descriptions of materials, equipment, construction systems, standards, workmanship, goods, services, and administrative details applicable thereto.

**Vendor**: Same as company/contractor/firm.

END OF SECTION ONE
SECTION TWO

INSTRUCTIONS TO BIDDERS AND BID REQUIREMENTS

1. **GENERAL CONDITIONS**

1.1 Notice is hereby given that LCCC will receive sealed bids up to 3:00 p.m. (prevailing local time), April 9, 2019, at that time to be publicly opened and recorded in the Administration Building AM-108, for the LCCC project in accordance with the requirements, terms, specifications, conditions, and provisions hereinafter contained.

1.2 Successful firm shall provide LCCC with the services and/or materials as defined by LCCC Policies and this certain Bid Package.

1.3 Bids must be received by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the respective firm.

1.4 Bids shall be sent to the LCCC Purchasing Office or hand-delivered prior to the Bid Opening in a sealed envelope (or package) marked “Sealed Bid”, and referencing the Bid # IFB-19136.

1.5 All bids shall be submitted on the LCCC “BID SUBMITTAL & PRICING DOCUMENT” and must be signed by an authorized official of the firm submitting the Bid.

1.6 Telephone, telegraph, or fax bids will not be accepted.

1.7 Any bid which modifies, deletes, or changes any of the conditions or provisions, specifications, or bid requirements will be rejected. Do not deface or alter any portion of the original Bid package.

1.8 By submitting this bid, each firm certifies under penalty of perjury that they have not acted in collusion with any other firm or potential firms. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract of which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other bidder, firm or person to fix the price or prices in the attach bid or of any other bidder; to fix any overhead, profit, or cost element of the bid price or the bid price of any other bidder; or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the owner or any person interested in the proposed contract.
2. **PREPARATION OF BID**

2.1 Firms are expected to examine all Drawings, Specifications, instructions and/or requirements of this Bid package. Failure to do so will be at the bidder’s risk. The Bid and all referenced documents must be used in preparation of each bid. LCCC assumes no responsibility for errors, misinterpretations and/or verbal communication resulting from the use of incomplete Bid Documents.

2.2 Each firm shall furnish the information required by the Bid. The BID SUBMITTAL & PRICING DOCUMENT (see SECTION THREE) shall be completed, signed, and returned by the respective firm’s authorized agent. All required bid documents must be returned with the bidder’s sealed bid.

2.3 Time, if stated as a number of days, will be in calendar days.

2.4 Any clarification of instructions, terms and conditions, IFB document, or proposal preparation shall be made only by the Director of Contracting & Procurement listed in this Bid document under IFB SECTION TWO, Article 6, Paragraph 6.1. Verbal clarifications will not be binding upon LCCC or their Architect. Written clarifications will be by addenda and forwarded to all interested parties.

2.5 Written addenda will be issued by LCCC for any matters regarding submittal of Bid, or issues, questions, comments, and/or clarifications that will affect, alter, modify, or change the original Bid intent or language.

2.6 To ensure uniformity and consistency, strict rules will apply to the communication process and methods during the bid process, all inquiries shall be via written instrument, mailed, faxed or hand-delivered to the appropriate individual as detailed in IFB SECTION TWO, Article 6 Paragraph 6.1. All matters, issues, questions, answers, comments and/or clarifications which meet the criteria identified above in Paragraph 2.5 will be distributed in written format to all potential bidders.

2.7 Each erasure, marking, or other changes that appear on your Bid must be initialed individually by the person signing the Bid.

2.8 Any violation of Bid requirements shall be just cause for rejection of that particular bid without further consideration.

2.9 In the case of error in the extension of prices in the Bid, the unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.

2.10 All Bid prices shall be quoted F.O.B Destination (*Cheyenne WY*) with transportation payment terms prepaid and allowed.
3. **PRE-BID MEETING, SITE INSPECTION AND BID DOCUMENTS**

3.1 Prior to submitting bids, vendors are welcome to visit the campus to inform themselves thoroughly as to the conditions involved in providing the materials required by this Bid. Arrangements for such tours should be coordinated thru the Contracts Office.

3.2 **A MANDATORY** pre-bid meeting and job-walk will commence on March 26, 2019 @ exactly 11:00 am (prevailing local time); **doors will be locked at 11:00 a.m.** The meeting will be held in the Plant Operations room PO-106 on the Cheyenne WY campus. All potential bidders shall be present and signed in prior to the start of the mandatory Pre-Bid meeting. Once everyone has signed, the sign-in sheet will be taken and the meeting will “officially” start. Anyone not signed in at the “official” start of the meeting will be considered late and will not be allowed to bid on the project.

3.3 LCCC and Architect’s personnel will be present at the pre-Bid meeting to receive questions with respect to interpretation or clarification of this Bid. Any other request(s) by vendors for interpretation or clarification shall be in writing and shall be addressed to the office of the Director of Contracting and Procurement. The receipt of any request and/or corresponding reply will not alter the bid and bid due date. All requests for interpretations of Bid Documents and other questions received at the pre-Bid will be taken with the formal response through an Addendum and be issued to all plan holders.

3.4 Complete sets of the Bid Documents will be available at no charge via pdf format and may be obtained by going to the LCCC website [https://lccc.wy.edu/about/purchasing](https://lccc.wy.edu/about/purchasing).

3.5 Complete sets of the Bid Documents must be used in preparing bids, neither LCCC or Architect assumes any responsibility for errors or misinterpretations from the use of incomplete sets of Bid Documents.

3.6 LCCC and Architect in making copies of Bid Documents available on the above terms do so only for the purpose of obtaining bids for the work and/or services specified herein, and do not confer a license or grant for any other use.

4. **SUBMISSION / WITHDRAWALS / LATE BIDS / MODIFICATIONS**

4.1 Prospective vendors are instructed to send or deliver their sealed Bids complete with required “BID SUBMITTAL & PRICING DOCUMENT”, attachments, and addenda, enclosed in one sealed and secure box, envelope, or other package, in a manner that assures receipt by **April 9, 2019 at 3:00 p.m. (prevailing local time)**. Package must be sealed, secured and marked in a prominent manner. A public opening and recording of each received bid will be conducted at this date and time. The Bid opening is a public meeting, open to anyone interested in attending.
4.2 Bids may be withdrawn or amended at any time prior to Bid due date. All such requests must be done via written instrument.

4.3 A Bid that is in the possession of the LCCC Contracts Office may be altered by a telegram, fax, or letter bearing the signature of the official authorizing the Bid, provided that it is received prior to the bid due date and time. Telephone or verbal alterations of a Bid will not be accepted.

4.4 Formal, advertised Bids indicate a date and time by which Bids must be received, Bids received after that time will be returned, unopened to the vendor.

4.5 Each firm submitting a bid agrees that their Bid shall remain valid for a minimum of thirty (30) calendar days from the date of closing of this Bid.

5. CERTIFICATE OF NON-DISCRIMINATION

5.1 The bidder hereby certifies that all persons employed by their firm, their affiliates, subsidiaries, or holding companies are treated equally by their firm without regard to or because of race, religion, ancestry, national origin or sex as required by federal and state anti-discrimination laws. The bidder further certifies and agrees that it will deal with subcontractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin or sex. Violation of this certification may constitute a material breach of contract upon which the owner may determine to cancel, terminate, or suspend the contract.

6. QUESTIONS CONCERNING BID

6.1 All inquiries, matters, issues, questions, answers, comments, and/or clarifications concerning this Bid shall be directed to the following individual, and shall be done so via written instrument, mailed, faxed or hand-delivered to:

6.1.1 For matters pertaining to this Bid Document, contact;
➢ Jamie Spezzano, Director, Contracting & Procurement
➢ 1400 East College Drive
➢ Cheyenne, WY 82007
➢ Phone: (307) 778-1280
➢ Fax: (307) 778-4300
➢ E-mail: jspezzano@lccc.wy.edu

6.1.2 All matters, issues, questions, answers, comments, and/or clarifications concerning this Bid shall be submitted no later than March 28, 2019 at 5:00 p.m. MST and may be mailed, faxed, or hand-delivered.

6.2 All matters, issues, questions, answers, comments, and/or clarifications that alter, modify, or change the original Bid intent or
language will be addressed formally via a written Bid Addenda. Information gathered by bidders through verbal conversations, phone conversations, e-mails and fax transmittals will NOT be considered formal information and should NOT be used for Bid preparation.

6.3 All issued Addenda must be acknowledged by each respective firm submitting a Bid on the document located in IFB SECTION THREE, titled Addenda Acknowledgement Document.

7. **CONTRACT CONDITIONS**

7.1 The scope of work and/or services shall commence upon signing of a Contract.

7.2 The vendor who is awarded a Contract is prohibited from subcontracting, assigning, transferring, or otherwise disposing of the agreement or its’ rights, title or interest therein to any other party without the prior written consent of the Vice President of Administration and Finance Services or the Director of Contracting and Procurement, or their designated representative. All approved assignments or other transfers referred to herein must abide by the provisions of the Contract.

7.3 LCCC will execute the contract incorporating all of the specifications, requirements, terms, conditions, and provisions included in the Bid and any additional documents or data provided by LCCC or the successful firm and are deemed relevant for inclusion by LCCC.

7.4 The successful firm will be expected to properly and promptly execute this Contract. Failure to do so could result in cancellation of this Bid award to the recommended vendor. Should this happen, the Bid process may be started anew, if deemed necessary by LCCC.

8. **INSURANCE REQUIREMENTS**

8.1 Throughout the term of the Contract, the successful firm shall carry and pay the premium for Certificate of Liability Insurance per Exhibit “A”, with such policies of insurance limits satisfactory to LCCC as will protect LCCC; its Board of Trustees, officers, employees, Architect’s, and agents; individually and collectively from Worker’s Compensation claims and from any other claims for damages to property or for bodily injury, including death, which may arise from or in connection with the operations under this Contract, whether such operations be by the successful firm or by any subcontractor firm or anyone directly or indirectly employed by either of them. Such insurance shall cover all contractual obligations which the successful firm has assumed.

8.2 The limits of the insurance coverage(s) listed above shall be in compliance with IFB Document Exhibit “A”

8.3 Prior to the commencement of the Contract, the successful firm shall deliver certificates of insurance evidencing such policy or policies to
the LCCC Director of Contracting & Procurement. These certificates of insurance are to contain the endorsements set forth below.

8.4 "Hold Harmless" Clause: [with statement on certificate that these endorsements are included in the policy(ies)]. The successful firm assumes the liability for all losses, damages (including loss of use), expenses, demands and claims in connection with or arising out of any injury or alleged injury to persons (including death) or damages or alleged damage to property, sustained or alleged to have been sustained in connection with or to have arisen out of the performance of the work by the successful firm, the subcontractor firms, and their agents, servants and employees, including losses, expenses, or damages sustained by LCCC. The successful firm hereby undertakes and agrees to indemnify and hold harmless LCCC; its Board of Trustees, officers, employees, Architect’s and agents; individually and collectively, from any and all such losses, expenses, damages (including loss of use), demands and claims, and shall defend any suit or action brought against them, or any of them, based on any such alleged injury (including death) or damage (including loss of use), shall pay all damages, judgments, costs, and expenses, including attorney’s fees in connection with said demands and claims resulting therefrom. However, successful firm does not assume liability for nor indemnify LCCC against any such losses resulting from the sole negligence of LCCC or its employees or agents.

8.5 “Cancellation” Clause: The policies of insurance covered by this certificate will not be allowed to expire, be canceled, terminated or materially altered prior to their maturity date unless there shall be given no less than thirty (30) days prior written notice by certified or registered mail to LCCC’s Director of Contracting & Procurement.

8.6 “Additional Insured” Clause: LCCC shall be listed as an additional named insured on all policies, but only with respect to operations of successful firm under the Contract.

8.7 The procuring of the insurance required under the Contract shall not relieve the successful firm of any obligation or liability assumed under this Contract, including specifically the Indemnification Agreement that follows below in Paragraph 8.8. The successful firm may carry at own expense such additional insurance as it may deem necessary. The successful firm shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of successful firm’s operations within the scope provided for under the Contract, and shall cooperate with the insurance carrier in all litigated claims and demands, arising from said operations, which the insurance carrier or carriers are called upon to adjust or resist.

8.8 Indemnification Agreement: To the extent permitted by law, successful firm shall indemnify and hold harmless LCCC; and its Board of Trustees, officers, employees, Architect’s and agents; individually and collectively, from any and all losses, damages (including loss of use), expenses, demands and claims in connection with or arising out of
any injury or alleged injury to persons (*including death*) or damage or alleged damage to property, sustained or alleged to have been sustained in connection with or to have arisen out of the performance of the work by the successful firm, the subcontractor firms, and their agents, servants, and employees, including losses, expenses, or damages sustained by LCCC. The successful firm shall defend any suit or action brought against them, or any of them, based on any such alleged injury (*including death*) or damage (*including loss of use*), and shall pay all damages, judgments, costs, and expenses, including attorneys’ fees in connection with said demands and claims resulting therefrom.

8.9 In the event that the successful firm shall fail to maintain and keep in force Comprehensive General Bodily Injury and Property Damage Liability Insurance, Workers’ Compensation Coverage, and other insurance coverage’s, as hereinabove provided, LCCC shall have the right to cancel and terminate the Contract forthwith and without notice.

9. **APPLICABLE WYOMING STATE STATUTES**

9.1 LCCC shall apply the following State of Wyoming Statutes to this Bid.

9.1.1 §16-6-101 through 121 titled “Public Property – Public Works and Contracts”.

9.1.2 §16-6-201 through 206 titled “Preference for State Laborers”.

9.1.3 §16-6-701 through 708 titled “Construction Contracts with Public Entities”.

9.1.4 §16-1-1001 titled “Capital Construction Projects Temporary Restrictions”.

9.1.5 §27-4-401 through 413 titled “Prevailing Wages”.

9.2 Expenditures or contracts involving federal funds are subject to federal rules and regulations, therefore under these conditions, State of Wyoming preference laws do not apply.

9.3 Final payment will be made subsequent to a forty-one (41) day advertising period, as required by Wyoming Statute §16-6-117. The final payment is also conditioned upon receipt of a sworn affidavit as required by this Statute. Said affidavit shall be completed by Contractor stating that all claims for materials and labor under the contract have been paid in full. Should there be a disputed claim, the affidavit shall so state the exact amount to be withheld from the final payment.

9.4 Acknowledgement and compliance with applicable State Statutes is the sole responsibility of the “Prime” or “General” Contractor and all subcontractors. LCCC reserves the right to request written verification of same.
10. **LAWS AND REGULATIONS**

Successful firm shall comply with all laws, ordinances, and regulations of any applicable federal, state, county, or city government applicable to the performance of the services described herein. LCCC agrees to provide all cooperation reasonably necessary for such compliance. In addition, successful firm shall also comply with all LCCC policies and regulations as may currently and/or in the future pertain to service under the subsequent Contract. These laws, ordinances, regulations, and policies shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.

11. **LICENSES, PERMITS AND TAXES**

Contractor shall secure and pay for all federal, state, and local licenses and permits required for the performance of the work and/or services provided for herein. LCCC will cooperate with successful firm in obtaining all licenses and permits and will execute such documents as shall be reasonably necessary or appropriate for such purposes. Successful firm shall pay for any and all taxes and assessments attributable to the performance of the contract work and/or services provided herein including but not limited to sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.

12. **QUALIFICATIONS OF CONTRACTOR**

12.1 The contractor quoting on this project may be required submit three (3) letters of reference from persons for whom they have done the type of work described by these specifications within the last three (3) years. In the event that the contractor has performed this type of work for Laramie County Community College within the last three (3) years, no letters of reference are required. In the event that such letters are not available, contractors shall supply the owner’s representative with the names, phone numbers, and addresses of persons or firms for whom they have done this type of work during the last three (3) years.

12.2 Contractor and each of its sub-contractors hereunder, if any, shall at its sole expense, obtain insurance as detailed in Exhibit “A” from reliable insurance companies acceptable to LCCC, with limits specified in U.S. currency or equivalent. Such insurance shall be in force at the time the contract has commenced and shall remain in force for the duration of this contract, unless a later date is specified by LCCC.

12.3 Contractor shall secure and pay for all federal, state or local licenses and/or permits required for this specific scope of work provided for herein.

12.4 The Contractor shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of LCCC. It is intended that the fees paid hereunder shall constitute earnings from self-employment income. The Contractor shall assume sole responsibility for and indemnify LCCC against liability for any
debts, liabilities, taxes, duties, fees or fiscal charges that may be incurred by the Contractor in fulfilling the terms of this Agreement. LCCC will not withhold any amounts therefrom as U.S. Federal income tax withholdings from wages or as employee contributions under the U.S. Federal Insurance Contributions Act or make employer contributions thereunder with respect thereto. Contractor shall be solely responsible for the reporting, estimation and payment of all income taxes, fees, and other contributions on or attributable to self-employment income attributable to the fees payable hereunder.

13. **SAFETY AND HEALTH**

13.1 The successful firm shall comply with the Occupational Safety and Health Act (OSHA) of 1970 and the American Disability Act (ADA) of 1992 or the applicable standards promulgated under said Acts.

13.2 The successful firm shall take reasonable and proper care and shall use and maintain LCCC property, facilities and equipment under its care, custody, and control in a manner which shall not cause any violations, abuse, or misuse of said property, facilities, and/or equipment.

13.3 The contractor shall be responsible for implementing safety measures for the protection of their employees and members of the public during all phases of the contract work. The contractor shall be responsible for the supply and placement of traffic safety cones, barricades, warning signs, etc. Work shall be performed in compliance with OSHA regulations and other relevant and applicable codes and regulations.

13.4 If successful firm’s bid requires a capital investment for the performance of this Contract, such capital investment program shall be free of conditions which violate OSHA and ADA or other applicable standards. Should repairs, alterations, modifications, or replacements be required to comply with the cited Acts, such action shall be the responsibility of the successful firm. Should a determination be required as to whether a specific condition violates said Acts, such determination shall be made by a competent safety architect or safety consultant.

13.5 Should successful firm furnish equipment for the performance of this Bid, such equipment shall be free of conditions which violate OSHA and ADA, or their applicable standards. Should repairs, alterations, modifications, or replacements be required to comply with the cited Acts, such action shall be the responsibility of successful firm.

13.6 The successful firm shall comply with and conform to all applicable fire, and public safety, laws, regulations, ordinances, code requirements, as well as LCCC’s safety regulations.
14. **HAZARDOUS MATERIALS**

14.1 The contractor agrees to indemnify and hold Laramie County Community College harmless for any release of any kind of toxic wastes or hazardous material, or any violation of any law or regulation of the EPA or DEQ that is caused by the contractor or any of the contractor’s subcontractors.

14.2 Contractor shall provide LCCC with a current copy of all applicable Material Safety Data Sheets (MSDS) for each chemical, material, or product used during the performance of this scope of work.

14.3 Contractor is responsible for ensuring that all personnel who handle chemicals, materials, or products (and their respective wastes) are knowledgeable and properly trained, and that these chemicals, materials, or products are properly used, applied, handled, stored, transported and disposed of in accordance with federal, state, and local rules, regulations, and/or requirements.

14.4 Contractor shall provide knowledge of proper spill prevention and spill response methods for all chemicals or hazardous materials in use.

14.5 Contractor shall NOT dispose of any hazardous waste on campus. Contractor is responsible for off-site hazardous waste disposal, and any associated costs, fees, or permits associated with such disposal.

15. **RESPONSIBILITIES OF BIDDER**

15.1 The firm awarded the Bid shall comply with all applicable City of Cheyenne WY, Laramie County WY, State of Wyoming, and federal laws, regulations, codes, and standards.

15.2 Each bidder is solely responsible for all costs borne and associated with the preparation and delivery of this Bid, and shall not be reimbursed by LCCC. Said costs may include (but not limited to) labor, travel, materials, licenses, administrative expenses, and personal charges.

15.3 It is the responsibility of each firm before submitting a Bid to:
   a) Examine, study, and be familiar with complete Bid and referenced documents.
   b) Visit the LCCC site and become familiar with local and site conditions, if necessary.
   c) Promptly give LCCC written notice of all conflicts, errors, ambiguities, or discrepancies that the bidder discovers in the Bid or its’ related documents.

15.4 Each Bid shall be accompanied by a bid bond, certified check, or cashier’s check in an amount of 5% of the Bid. The bid security shall be drawn upon a surety company with a rating of “A” or better according to the Best Publication and licensed in the state of Wyoming. The security shall be made payable without condition to
LCCC as a guarantee that if the bid is accepted, the bidder will enter into a contract with LCCC for the work prescribed by said bid. The bid security of all bidders will be retained until the contract is awarded or other disposition has been made. If the successful bidder fails to execute a contract and/or agreement and to furnish other required documentation within ten (10) days of notice of award, LCCC shall be entitled to collect the amount of the bidder’s proposal guarantee and costs of any legal fees incurred for collection of the bid bond or any damages incurred by LCCC as liquidated damages as to award the prescribed bid work by the successful bidder to another bidder or to re-advertise the bid or otherwise dispose of the said bid as LCCC may see fit.

15.5 The successful bidder shall be required as per Wyoming Statute §16-6-112 to provide a contractor’s performance and payment bond or other guarantee in an amount equal to 100% of the contract sum. If the contract sum is one hundred thousand dollars ($100,000.00) or less, other forms of bond or guarantee may be approved by LCCC prior to acceptance of such bond or guarantee. The bonding company must have a rating of “A” or better according to Best Publication.

15.6 Each applicant is solely responsible for any cost incurred prior to issuance of a legally executed contract. No property interest, of any kind or nature, shall accrue until a contract is awarded and signed by all parties.

15.7 Each applicant is solely responsible for any cost incurred prior to issuance of a legally executed contract. No property interest, of any kind or nature, shall accrue until a contract is awarded and signed by all parties.

15.8 **OSHA Training Certification:** For public construction contracts estimated to cost more than $30,000, contractors must certify in the bid or the contract that all employees to be employed at the worksite will have completed a course in construction safety and health that is at least ten hours (10-hour card) in duration and has been approved by the United States Occupational Safety and Health Administration.

16. **TRADE NAME AND SUBSTITUTION PROVISIONS**

16.1 Trade names designated in the specifications are used as an acceptable standard quality. Products of other manufacturers will not be considered unless specifically stated. Substitutes or equals are not acceptable where non-substitution is specified in the Bid Document.

16.2 It is the intent of the Bid Documents that the work be completed in all respects in accordance with the subsequent Contract Documents. **This work is to be bid exactly as specified.** Where details and/or specifications are incomplete or unclear, the Bidder should request clarification in writing prior to the Bid due date.
17. **BID EVALUATION CRITERIA / AWARD OF BID**

17.1 In evaluating Bids, LCCC personnel will consider whether or not the Bid complies with the prescribed Bid requirements and specifications per the Bid Document.

17.2 Acceptable and responsive Bids will be evaluated per the criteria detailed in the Bid Documents. Any assumptions, exceptions or exclusions related to any part of the Bid Documents may result in a bidder being disqualified or reduced in standing.

17.3 LCCC reserves the right to reject any or all Bids, including without limitation, if they are, in its' sole discretion judged unacceptable, non-responsive, non-conforming, conditional, to waive any technical or formal defect therein, to accept or reject any part of a Bid, to reject or disapprove of any vendor as may be in the best interests of LCCC.

17.4 Cost **may not** be the sole basis for selection, since it is in LCCC’s best interest to obtain materials and/or services which best meet our needs, specifications, and requirements. In addition to price, the following will be considered in the evaluation of this Bid:

   17.4.1 The ability, capacity, and skill of the bidder to perform the service or provide the material required, including the sufficiency of financial resources available.

   17.4.2 The character, integrity, reputation, judgment, and experience of the bidder.

   17.4.3 The quality and quantity of performance of previous contracts.

17.5 Upon review of the Bids, LCCC reserves the right to request the following additional information:

   17.5.1 A break-down of bid costs to a reasonable level of detail.

   17.5.2 An accounting review of bidders costs and submitted Bid.

   17.5.3 Written Bidder verification of Bid Pricing and Specifications.

   17.5.4 Other additional information that may be applicable to the evaluation and award of this Bid.

17.6 The Bid will be awarded to the lowest, most responsive and most responsible bidder complying with the prescribed Bid requirements and specifications, provided the price is reasonable and it is in the best interests of, and most advantageous to LCCC to accept it. The Director of Contracting & Procurement reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of LCCC. Said individual also reserves the right to reject the Bid of a bidder who has previously failed to perform properly or complete on time or on budget services.
of a similar nature, or a Bid of a bidder whose investigation shows is not in a position to perform the specified service.

17.7 LCCC reserves the right to negotiate with the successful Bidder any required changes and/or modifications to this Bid prior to signature of a Contract, if deemed in the best interest of LCCC to obtain the objectives and intent of this Bid, including (but not limited to) budget compliance, scope of work modification, additions and/or deletions.

18. OWNERSHIP OF DOCUMENTS / COLLEGE PROPERTY

All drawings, specifications, pictures, data, information, documents, Bid related documents, and subsequent contract and/or PO documents are considered the sole property of LCCC and/or the Consulting Architect, and shall not be transmitted in any fashion or form without the express written consent of the LCCC legal counsel, Vice President of Administration and Finance Services, or their designated representative and the Consulting Architect’s Principal-in-Charge.

19. MATERIAL AVAILABILITY

19.1 It is the responsibility of each bidder to verify the availability of material(s), delivery schedules, fabrication and manufacturing schedules and other pertinent data prior to submission of their Bid; and the responsibility of the successful bidder to provide same after award of the Bid. It is the responsibility of the bidder to notify LCCC immediately it material(s) specified are discontinued, replaced, or not available for an extended period to time. LCCC reserves the right to charge back additional costs, including but not limited to, freight, special handling, and purchase price difference due to delays, etc., to the successful bidder when items are not supplied as bid.

19.2 Failure of a bidder to furnish, within the time specified per the Bid for equipment, supplies, materials, services, and/or other items on which a Bid award is made, shall be cause for removal of bidder from the active list of bidders.

20. PUBLIC INFORMATION

All information, except that classified as confidential and/or proprietary, will become public information at the time that the Bid is awarded in accordance with applicable sections of the federal “Freedom of Information Act (FOIA) and Wyoming State Statute §16-4-201. Confidential and/or proprietary information must be marked “CONFIDENTIAL” and/or “PROPRIETARY” in bold letters in the upper right hand corner of each sheet (page) containing the confidential information. Price and information concerning the Bid specifications cannot be considered confidential. All information identified as confidential and/or proprietary will remain confidential unless LCCC is required by legal order to make it available to the public or to particular parties.
21. PROTESTS

Any firm or vendor who is allegedly aggrieved in connection with the solicitation of a Bid, or award of a contract may protest. The protest must be submitted in writing to the Director of Contracting & Procurement within five (5) days after notification to all firms of intent to award. If the protest is not resolved by mutual agreement, the Director of Contracting & Procurement will promptly issue a decision in writing to the protestant. If the protestant wished to appeal the decision rendered, such appeal must be made in writing to the LCCC Vice President of Administration and Finance Services. The decision of this VP will be final. Unless this procedure is followed, a protest need not be considered by LCCC.

22. RESPONSIBILITIES OF LCCC

22.1 Execute Notice of Award, Notice to Proceed, Contract and/or Agreement following approval and award to the successful bidder.

22.2 Provide to all bidders any applicable documentation, drawings, specifications, records, or other data required to complete this bid.

22.3 Provide as required, uniform and consistent written documentation to all potential bidders deemed to be support assistance and as necessary to complete a Bid submittal.

22.4 LCCC may conduct such investigations as deemed necessary to establish the responsibility, qualifications, and financial ability of a bidder, their suppliers, affiliates, consultants, and/or sub-contractors to perform the services in accordance with this Bid.

23. PAYMENT SCHEDULE

23.1 LCCC shall make progress payments against the Bid Compensation sum which shall be submitted on an “Application and Certification for Payment (AIA Document G702 or equivalent). Each Application for Payment shall be one (1) calendar month ending on the last day of the respective month.

23.2. Each payment shall include detailed invoices as required by LCCC policies and procedures or other applicable regulations.

23.3 Final payment will be made subsequent to a forty-one (41) day advertising period, as required by Wyoming Statute §16-6-116 and 117. The final payment is also conditioned upon receipt of a sworn affidavit as required by this Statute. Said affidavit shall be completed by Contractor stating that all claims for materials and labor under the contract have been paid in full. Should there be a disputed claim, the affidavit shall so state the exact amount to be withheld from the final payment.
24. **TAX EXEMPTION**

LCCC is exempt from Wyoming sales or use tax for direct purchases of materials and supplies. A copy of the Wyoming Sales Tax Exemption Form will be issued upon request. LCCC’s federal identification number is 83-6009473.

**END OF SECTION TWO**
SECTION THREE

BID SUBMITTAL & PRICING DOCUMENT

DO NOT MODIFY BID DOCUMENT – Any modification or alteration to this Document from its original format will result in rejection of the respective Bid. BID FORM TO BE COMPLETED IN ITS ENTIRETY, SIGNED IN INK, AND SUBMITTED IN ITS ENTIRETY.

Bid No.: IFB-19136

Bid Description: Science Building Wall Coverings Phase II

Bid Due/Opening Date: April 9, 2019 @ 3:00 p.m. (prevailing local time)

This Bid shall be submitted to:
Laramie County Community College
Administration Building AM-104
1400 East College Drive, Cheyenne, WY 82007

1. BID REQUIREMENTS AND FORMAT

1.1 An original Bid shall be completed on this document titled “BID SUBMITTAL & PRICING DOCUMENT” and submitted per the specifications and requirements of Bid No. IFB-19136. Failure to complete or submit any required portion of this BID SUBMITTAL & PRICING DOCUMENT; and/or to deface or alter any portion of the Bid Documents shall be cause for rejection of said Bid as being unacceptable, non-responsive, non-conforming or conditional.

1.2 The undersigned agrees that their Bid will not be withdrawn for a period of forty-five (45) days from the date of Bid opening.

1.3 The undersigned Bidder proposes and agrees, if this Bid is accepted, to perform all work and/or services as specified or indicated in the Bid Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bid Documents. Bidder acknowledges that they have included the cost of all insurance requirements, permits, bonds and taxes as required, and will execute and return same in the time allotted within the general conditions of the Bid Documents and subsequently issued Contract.

1.4 Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the work and/or services. Bidder has correlated
the information known to bidder, information and observations from visits to the work site, reports and drawings identified in the Bid Documents.

1.5 Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the work and/or services.

1.6 Bidder does not consider that any further examinations, investigations, explorations, tests, studies, specifications, or date are necessary for the determination of this bid for performance of the work and/or services at the price(s) bid and within the times and in accordance with the other items and conditions of the Bid Documents.

1.7 Bidder has given LCCC and Architect written notice of all conflicts, errors, ambiguities or discrepancies that the bidder has discovered in the Bid Documents, and the written resolution thereof by LCCC and Architect is acceptable to bidder. The Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work and/or services for which this Bid is submitted.

1.8 Any assumption, exception or exclusion related to any part of the Bid Documents must be noted prior to Bid Due/Opening Date, and may result in bidder being disqualified or reduced in standing. Assumptions, exceptions or exclusions taken after issuance of a “Notice of Award” document may also result in disqualification.

1.9 Bidder acknowledges receipt of complete Bid Document package, including all incorporated and attached Bid Documents.

1.10 Acknowledgement and compliance with applicable State Statutes is the sole responsibility of the “Prime” or “General” Contractor and all subcontractors. LCCC reserves the right to request written verification of same.

2. **PROJECT SCOPE AND DETAILS**

2.1 The Work includes and consists of furnishing all labor, operations, materials, accessories, incidental, services and equipment indicated, specified, mentioned, scheduled or implied per the Bid Documents for work on the specific aforementioned project. The specific Work includes: furnishing all labor, materials, services and equipment required for the following: replacement of vinyl wall coverings, wall base, corner guards and painting door and window frames within the inner corridor of the Science Building; including but not limited to selective demolition and the removal of all existing vinyl wall coverings and existing carpet base, preparation of the existing gypsum board walls, primer/sealer coating of gypsum walls, installation of new vinyl wall covering, rubber wall base, interior painting, as required per the construction drawings. All materials, services and/or work not
specifically mentioned which are necessary in order to provide a complete project shall be included in the bid and shall conform to all Local, State, and Federal requirements in accordance with the requirements, terms, specifications, conditions, and provisions hereinafter contained.

2.2 Project Representatives

**LCCC**
- Bill Zink
  - Asst. Director, Physical Plant
  - (307) 778-1121
  - bzink@lccc.wy.edu

**Architect’s Representative**
- Zandria Tolli
  - Tobin & Associates
  - (307) 632-3144 x119
  - zandria@tobin-assoc.com

2.3 Project Schedule

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release bid</td>
<td>March 5, 2019</td>
</tr>
<tr>
<td>Mandatory pre-bid meeting</td>
<td>March 26, 2019 @ 11:00 a.m.</td>
</tr>
<tr>
<td>Questions due</td>
<td>March 28, 2019</td>
</tr>
<tr>
<td>Issue addendum if necessary</td>
<td>April 4, 2019</td>
</tr>
<tr>
<td>Bid opening</td>
<td>April 9, 2019 @ 3:00 p.m.</td>
</tr>
<tr>
<td>Notice of Award</td>
<td>April 11, 2019</td>
</tr>
<tr>
<td>Notice to Proceed w/submittals</td>
<td>April 22, 2019</td>
</tr>
<tr>
<td>Notice to Proceed w/Construction</td>
<td>May 21, 2019</td>
</tr>
<tr>
<td>Substantial Completion</td>
<td>August 23, 2019</td>
</tr>
</tbody>
</table>

2.4 Liquidated Damages: For failure to complete the Work on time, it is mutually agreed by and between the parties hereto that time is of the essence and that in the case of the Contractor’s failure to complete the contract within the time specified and agreed upon (substantial completion date), the Owner will be damaged thereby; and because it is difficult to definitely ascertain and prove the amount of said damages, it is hereby agreed that the amount of such damages shall be the liquidated sum of Two Hundred and Fifty ($250.00) per calendar day for every day’s delay in finishing the Work until such time as the Work is completed and accepted via written instrument by the Owner; and the Contractor hereby agrees that said sum shall be deducted from monies due the contractor under the contract or if no money is due the Contractor, the Contractor hereby agrees to pay to the Owner as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay.

If the Contractor has not completed all Punch List items within sixty (60) days from when the list was generated, the Owner may address the Punch List items with other forces and back-chARGE the Contractor for those forces in addition to days of non-compliance.
3.  BASE BID PRICE SCHEDULE

3.1 The undersigned, in compliance with the Bid Document package requirements and instructions, having read and examined same, and having visited the site of the proposed work, and being familiar with the conditions surrounding the Bid Project, including availability of materials, utilities and labor, proposes to perform the proposed scope of work for the proposed price which includes (but is not limited to) the furnishing of labor, materials, shop drawings (if required), transportation, tools, equipment, insurance, bonds, applicable taxes, temporary provisions, escalation, overhead and profits necessary for the completion of the work in accordance with and described, indicated or reasonably inferred per this certain Bid Document package.

3.2 Each submitted Bid shall provide a Base Bid per Paragraph 3.3 below. Lump sum Base Bid shall be written in words and in figures, discrepancies between words and figures will be resolved in favor of written words.

3.3 **Total Base Bid Price (Not to Exceed Sum of):**

<table>
<thead>
<tr>
<th>Total Written in Words</th>
<th>$ ____________________</th>
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</thead>
<tbody>
<tr>
<td>Total Written in Figures</td>
<td>_______________________</td>
</tr>
</tbody>
</table>

3.4 **Alternate #1:** Install new Koroseal Walltalkers: tac-wall and j-trim in designated areas on Construction Documents. Adhesives per manufacturer’s specifications. Color to be selected by Owner/Architect.

Unit: 4’x8’ each

<table>
<thead>
<tr>
<th>Written in Words</th>
<th>$ ____________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Written in Figures</td>
<td>_______________________</td>
</tr>
</tbody>
</table>

3.5 **Unit Cost No. 1 Price (per Square Foot of Gypsum Wall Preparation):**

<table>
<thead>
<tr>
<th>Total Written in Words</th>
<th>$ ____________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Written in Figures</td>
<td>_______________________</td>
</tr>
</tbody>
</table>
4. STATE STATUTES AND REGULATIONS

WYOMING RESIDENT CONTRACTOR

4.1 Are you submitting this Bid as a Wyoming Resident Contractor?
☐ No
☐ Yes, my Contractor Residency Certification Number is ______________, and my bid complies with Wyoming Statutes §16-6-101 through 107 and §16-6-1001. This Bid will be awarded based on the Contractor’s statement of meeting the requirements of these Wyoming Statutes. Subsequent information verifying the statute retirements have been met may be required up to and including possible audits to confirm that the contractor has not subcontracted more than a total of 30% of the work covered by his contract to non-resident subcontractors and non-resident sub-tier contractors and that other applicable statute requirements have been met. (Certificate of Residency must be current and on file with the State of Wyoming Department of Employment, Labor Standards Division (307.777.7261).

4.2 Debarment/Suspension: A Vendor certifies, by submission of their respective Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of State or Federal benefits by State or Federal court, or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that LCCC will be notified of any change in this status. Additionally:
   a) Have not within a three-year period preceding this transaction been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and,
   b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in Paragraph “a” above; and have not within a three-year period preceding this transaction had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Verification and Certification of Debarment Status
☐ Presently debarred, suspended, or excluded per the above criteria.
☐ Not presently debarred, suspended or excluded per the above criteria.

5. REQUIRED SUBMITTALS (SUBMIT WITH BID)

The following documents shall be included with your Bid submittal:

5.1 LCCC “BID SUBMITTAL & PRICING DOCUMENT
5.2 Bid bond or Bid security
5.3 Acknowledgement of any issued Addendums.
5.4 A list of substitutions, clarifications, qualifications, assumptions, or exceptions (if applicable).
5.5 Residency Certification
5.6 OSHA construction Training Certification: Ten (10) hour card for project manager or equivalent.
5.7 CSI Division Assignment Schedule.

6. **BID DOCUMENT CHECKLIST**

- LCCC “BID SUBMITTAL & PRICING DOCUMENT” completed, signed in ink and submitted.
- Bid Bond completed and submitted.
- Acknowledged any issued addendum(s) and submitted.
- A listing of substitutions, qualifications, exclusions, exceptions and/or clarifications, submitted on a company letterhead.
- Residency Certification submitted.
- CSI Division Work Assignment Schedule
- OSHA ten (10) hour card certification.

7. **APPENDIX – BID ATTACHMENTS**

The following documents are attached hereto and incorporated by reference and shall become a part and condition of this certain Bid.

7.1 Exhibit B: LCCC Insurance Requirements
7.3 Exhibit C: Architect’s Project Drawing Package
7.4 Exhibit D: 2018 Building Construction Prevailing Wages (may change to 2019 if available by pre-bid date)
7.5 Exhibit E: CSI Division Work Assignment Schedule

8. **POST-BID SUBMITTALS**

The undersigned also agrees to furnish the following post-bid submittals to LCCC within ten (10) days after Notice of Award:

8.1 Certificate of Liability Insurance
8.2 Construction Schedule
8.3 Schedule of Values
9. ADDENDA ACKNOWLEDGEMENT

9.1 All IFB Addenda must be acknowledged in writing and submitted with Bid. Confirmation and receipt of all issued Addenda is the responsibility of each prospective firm to verify. Verification can be obtained by contacting the LCCC Purchasing Office at (307) 778-1280 or via e-mail at: jspezzano@lccc.wy.edu.

**Bid No.:** IFB-19136

**Project Description:** Science Building Wall Coverings Phase II

I, the undersigned, hereby acknowledge receipt of the following addenda for LCCC Bid No IFB-19136:

Addendum No._____; Addendum No._____; Addendum No._____; Addendum No._____

Name of Bidder – Company Name

__________________________________________________________

Signature                                                                 Printed Name

__________________________________________________________

Title                                                                 Date
10. **SIGNATURE PAGE**

10.1 Signature page must be completed in its entirety and submitted with Bid Document package.

10.2 Signature page must be signed by firm’s authorized agent, failure to do so will result in rejection of said bid as being unacceptable and non-responsive.

The undersigned, as an authorized agent for the Firm named below, acknowledges that he/she has examined, read, and understands this Request for Bid with its’ incorporated or related documents, and hereby offers to furnish all labor, materials, equipment, services, and information necessary to comply with the requirements, terms, specifications, conditions, and provisions set forth herein.

Authorized Signature  
Printed Name  

Title  
Name of Firm  

Mailing Address  
City, State, Zip  

Phone #  
Fax #  

E-mail address  

Dated this ________ day of ____________________, 2019  

---

Bidder must return this entire “BID SUBMITTAL & PRICING DOCUMENT”, along with each document described in Article 6 above titled Bid Document Checklist.

---

END OF SECTION THREE
EXHIBIT B

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

A. Insurance Coverage/Limits:

Contractor and each of its subcontractors hereunder, if any, shall at its own expense, obtain insurance as provided below from reliable insurance companies acceptable to Laramie County Community College (LCCC) and authorized to do business in the State of Wyoming, in which the Work is to be performed, with limits as specified in U.S. currency or equivalent. Such insurance shall be in force at the time the Work is commenced and shall remain in force for the duration of this Contract/Agreement, unless a later date is specified below.

a. Workers’ Compensation and Employer’s Liability Insurance: Workers’ Compensation insurance or its’ equivalent (including Occupational Disease coverage) as required by law for all employees, agents, and subcontractors. Employer’s Liability Insurance (including Occupational Disease coverage) in the amount of $1,000,000.00 per accident. Such insurance shall provide coverage in the location in which the work is performed and the location in which the Contractor is domiciled. The Contractor expressly agrees to comply with all provisions of the Workers’ Compensation Laws of the state(s) or country wherein said work is being performed.

b. General Liability Insurance: Commercial General Liability insurance covering all operations by or on behalf of Contractor against claims for bodily injury (including mental injury, mental anguish, and death) and property damage (including loss of use). The Commercial General Liability policy will include limits as follows:

   i. General Aggregate $2,000,000.00
   ii. Products and Completed Operations $1,000,000.00
   iii. Personal Injury and Advertising Injury $1,000,000.00
   iv. Each Occurrence $1,000,000.00
   v. Damage to Premises Rented $100,000.00
   vi. Medical Expense $5,000.00

If the policy is written on a claims-made basis, the Contractor will include an automatic extended reporting period of at least five (5) years past the expiration date of the policy.

c. Automobile Liability Insurance: Automobile Liability insurance against claims of bodily injury (including death) and property damage (including loss of use) covering all owned, rented, leased, non-owned, and hired vehicles used in the performance of the Work, with a minimum
**Limit of $1,000,000.00 per accident** for bodily injury and property damage combined and containing appropriate uninsured motorist and No-Fault insurance provision wherever applicable.

d. **Excess Insurance**: Excess (or Umbrella) Liability insurance with a **minimum limit of $2,000,000.00 per occurrence/$2,000,000.00 annual aggregate**. This insurance shall provide coverage **in excess** of the underlying primary liability limits, terms, and conditions for each category of liability insurance in the foregoing subsections a, b, and c. This insurance shall be written on a following form basis of underlying coverage, and the aggregate limits, if any, shall apply separately to each annual policy period. If this insurance is written on a claims-made policy form, then the policy shall be endorsed to include an automatic extended period of at least five (5) years.

e. **Professional Liability**: This Agreement requires independent rendering and/or independent implementation of specific professional services, consequently the Consultant and their sub-consultants shall provide professional liability insurance coverage with a minimum limit of $1,000,000.00 per claim with an aggregate limit of $2,000,000.00.

---

**B. Policy Requirements**

a. **Certificate Proof**: Prior to the commencement of the respective Contract and/or Agreement, the successful Contractor shall deliver certificates of insurance evidencing such policy or polices to the LCCC Director of Procurement and Contracting specific “Certification” proof shall include:

   i. Certificate of Liability insurance form.

   ii. State of Wyoming, Department of Employment “Unemployment Insurance Certificate of Good Standing”.

   iii. State of Wyoming, Department of Employment “Workers’ Compensation Certificate of Good Standing”.

   **“Certification” may be mailed, faxed or emailed to:**

   - E-mail: jspezzano@lccc.wy.edu
   - Fax: 307-778-4300 (Attn: Director, Procurement and Contracting)
   - Mail: 1400 East College Drive, Cheyenne, WY 82007 (Attn: Director, Procurement and Contracting)

b. **Additional Insured Clause**: LCCC shall be listed as the “Additional Insured” on all policies, but only with respect to operations of successful firm under the respective Contract.

c. **Notice of Cancellation**: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be canceled or non-renewed expect
after thirty (30) days prior written notice has been given to LCCC, expect when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to LCCC, Director of Procurement and Contracting.
**Exhibit C to IFB-19109/ CSI Division Work Assignment Schedule**

Complete the information requested below per the applicable CSI Division required for this Bid. Any portion of the form not filled in will be considered non-conforming and an irregularity, and may affect the award of this Bid. EXCEPTION: Any Division not applicable to this Bid may be left void or blank.

**PROJECT:** Mow Strip Repair & Replacement Campus Wide  
**DATE:** March 14, 2019

**ARCHITECT/ENGINEER:** Tobin & Associates Architecture & Planning

**CONTRACTOR NAME:** ______________________________________________________

Do not combine categories of work; list separately per respective Construction Specification Institute (CSI) Division.

<table>
<thead>
<tr>
<th>WORK DESCRIPTION CSI Division</th>
<th>PRIME, SUBCONTRACTOR, SUPPLIER Name, City and State</th>
<th><strong>WOR K LEVEL SP or Tier 1</strong></th>
<th>% of BID VALUE</th>
<th>BID AMOUNT</th>
<th>TRADESPerformed by Division</th>
</tr>
</thead>
<tbody>
<tr>
<td>Div 01: General Requirements</td>
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<tr>
<td>Div 02: Existing Conditions</td>
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<tr>
<td>Div 05: Metals</td>
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<td></td>
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</tr>
<tr>
<td>Div 06: Wood, Plastics, Composites</td>
<td></td>
<td></td>
<td>$</td>
<td></td>
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<tr>
<td>WORK DESCRIPTION CSI Division</td>
<td>PRIME, SUBCONTRACTOR, SUPPLIER Name, City and State</td>
<td><strong>WOR K LEVEL SP or Tier 1</strong></td>
<td>% of BID VALUE</td>
<td>BID AMOUNT</td>
<td>TRADES Performed by Division</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>----------------------------------------------------</td>
<td>-----------------------------</td>
<td>----------------</td>
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</tr>
<tr>
<td>Div 07: Thermal &amp; Moisture Protection</td>
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<td></td>
<td></td>
<td>$</td>
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<tr>
<td>Div 08: Openings</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Div 09: Finishes</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Div 10: Specialities</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
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<tr>
<td>Div 11: Equipment</td>
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<td>Div 12: Furnishings</td>
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<td>Div 13: Special Construction</td>
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</tr>
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<td>Div 21: Fire Suppression</td>
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<td></td>
<td>$</td>
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<tr>
<td>Div 22: Plumbing</td>
<td></td>
<td></td>
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<td>$</td>
<td></td>
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<tr>
<td>Div 23: HVAC</td>
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<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>WORK DESCRIPTION CSI Division</td>
<td>PRIME, SUBCONTRACTOR, SUPPLIER Name, City and State</td>
<td><strong>WORK LEVEL SP or Tier 1</strong></td>
<td>% of BID VALUE</td>
<td>BID AMOUNT</td>
<td>TRADES Performed by Division</td>
</tr>
<tr>
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<td>-----------------------------------------------</td>
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<tr>
<td>Div 25: Integrated Automation</td>
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<td>Div 26: Electrical</td>
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<tr>
<td>Div 27: Communication</td>
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<tr>
<td>Div 28: Electronic Safety &amp; Security</td>
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<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Div 31: Earthwork</td>
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<td></td>
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<tr>
<td>Div 32: Exterior Improvements</td>
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<tr>
<td>Div 33: Utilities</td>
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<td></td>
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<td></td>
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</tr>
<tr>
<td>Other – Please specify</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**Totals of: % of Bid Value and Bid Amount** (% must add up to 100 and Bid must equal RFB-16045 Bid Value) $ 

1. Fill in information for each Division of work to be completed under this Bid, even if, the work is self-performed by the General Contractor.
2. **Work Level Descriptions:** \( SP \) = Self performed by Prime/General Contractor; \( Tier 1 \) = Subcontractor to Prime/GC;
<table>
<thead>
<tr>
<th>Code No.</th>
<th>Craft</th>
<th>Basic Hourly Rate</th>
<th>Method</th>
<th>Hourly Fringe Benefit</th>
<th>Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>101</td>
<td>Labores: Group 1</td>
<td>$17.20</td>
<td>3</td>
<td>$2.41</td>
<td>3</td>
</tr>
<tr>
<td>102</td>
<td>Labores: Group 2</td>
<td>$19.54</td>
<td>3</td>
<td>$3.26</td>
<td>3</td>
</tr>
<tr>
<td>103</td>
<td>Labores: Group 3</td>
<td>$19.54</td>
<td>4</td>
<td>$3.26</td>
<td>4</td>
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<tr>
<td>201</td>
<td>Truck Driver: Group 1</td>
<td>$21.24</td>
<td>3</td>
<td>$3.26</td>
<td>3</td>
</tr>
<tr>
<td>202</td>
<td>Truck Driver: Group 2</td>
<td>$21.42</td>
<td>3</td>
<td>$3.26</td>
<td>3</td>
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<tr>
<td>301</td>
<td>Power Equipment Operators: Group 1</td>
<td>$23.07</td>
<td>3</td>
<td>$4.64</td>
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<tr>
<td>302</td>
<td>Power Equipment Operators: Group 2</td>
<td>$23.96</td>
<td>3</td>
<td>$4.23</td>
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<tr>
<td>303</td>
<td>Power Equipment Operators: Group 3</td>
<td>$23.81</td>
<td>3</td>
<td>$3.73</td>
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<tr>
<td>401</td>
<td>Carpenter</td>
<td>$22.20</td>
<td>3</td>
<td>$3.45</td>
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<tr>
<td>501</td>
<td>Concrete Finisher</td>
<td>$22.05</td>
<td>3</td>
<td>$4.37</td>
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<tr>
<td>601</td>
<td>Ironworker</td>
<td>$17.50</td>
<td>1</td>
<td>$3.90</td>
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<tr>
<td>901</td>
<td>Electricians (Inside Wiresman, Outside Lineman and Signal Lighting work)</td>
<td>$17.67</td>
<td>3</td>
<td>$6.71</td>
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<tr>
<td>902</td>
<td>Groundsman</td>
<td>$28.39</td>
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<td>$11.72</td>
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<tr>
<td>903</td>
<td>Equipment Operator</td>
<td>$35.27</td>
<td>4</td>
<td>$13.33</td>
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</table>

### 2019 Building Construction Prevailing Wages

<table>
<thead>
<tr>
<th>Code No.</th>
<th>Craft</th>
<th>Basic Hourly Rate</th>
<th>Method</th>
<th>Hourly Fringe Benefit</th>
<th>Method</th>
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</thead>
<tbody>
<tr>
<td>2000</td>
<td>Mechanical, Heat and Frost Insulation</td>
<td>$23.95</td>
<td>3</td>
<td>$6.33</td>
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<tr>
<td>2050</td>
<td>Asbestos Removal, Abatement, Demolition</td>
<td>$20.00</td>
<td>7</td>
<td>$0.00</td>
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<tr>
<td>2100</td>
<td>Boilermaker</td>
<td>$34.36</td>
<td>4</td>
<td>$9.38</td>
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<tr>
<td>2200</td>
<td>Bricklayers and Masons</td>
<td>$32.72</td>
<td>3</td>
<td>$7.18</td>
<td>3</td>
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<tr>
<td>2300</td>
<td>Carpenters and Joiners</td>
<td>$33.33</td>
<td>3</td>
<td>$8.01</td>
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<tr>
<td>2400</td>
<td>Electricians</td>
<td>$30.58</td>
<td>3</td>
<td>$7.93</td>
<td>3</td>
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<tr>
<td>2500</td>
<td>Elevator Constructors</td>
<td>$43.05</td>
<td>4</td>
<td>$13.09</td>
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<tr>
<td>2600</td>
<td>Iron Workers</td>
<td>$29.18</td>
<td>1</td>
<td>$14.76</td>
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<tr>
<td>2700</td>
<td>General Labores - Group I</td>
<td>$17.79</td>
<td>3</td>
<td>$2.67</td>
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<tr>
<td>2800</td>
<td>Semi-Skilled Labores - Group II</td>
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<td>3</td>
<td>$9.91</td>
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<tr>
<td>3000</td>
<td>Tenders - Group IV</td>
<td>$23.43</td>
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<td>$3.48</td>
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<tr>
<td>4000</td>
<td>Millwright Machinery Workers</td>
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<tr>
<td>4100</td>
<td>Operating Engineers - Group I</td>
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<tr>
<td>4200</td>
<td>Operating Engineers - Group II</td>
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<td>4</td>
<td>$5.37</td>
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<tr>
<td>4300</td>
<td>Operating Engineers - Group III</td>
<td>$26.41</td>
<td>4</td>
<td>$5.37</td>
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<tr>
<td>4400</td>
<td>Operating Engineers - Group IV</td>
<td>$26.41</td>
<td>4</td>
<td>$5.37</td>
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<td>4500</td>
<td>Operating Engineers - Group V</td>
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<td>$5.37</td>
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<tr>
<td>4600</td>
<td>Operating Engineers - Group VI</td>
<td>$35.28</td>
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<tr>
<td>4700</td>
<td>Operating Engineers - Group VII</td>
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<td>$13.11</td>
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<tr>
<td>5000</td>
<td>Painters and Allied Trades</td>
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<td>$6.00</td>
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<tr>
<td>5500</td>
<td>Sheetrock and Drywall Installers</td>
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<td>5100</td>
<td>Carpet, Linoleum and Resilient Tile Layers</td>
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<td>$0.98</td>
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<td>5200</td>
<td>Fire Sprinkler Installers</td>
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<td>5250</td>
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<td>5300</td>
<td>Plumbers and Pipe fitters</td>
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<td>$7.65</td>
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<td>5400</td>
<td>Riveters</td>
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<td>$1.82</td>
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<tr>
<td>5500</td>
<td>Sheet Metal Workers</td>
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<tr>
<td>5600</td>
<td>Cement Masons/Paviors</td>
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<td>$0.00</td>
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<tr>
<td>5700</td>
<td>Glaziers</td>
<td>$20.84</td>
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<td>$4.80</td>
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<tr>
<td>5750</td>
<td>Blinds/Window-covering Installers</td>
<td>$15.50</td>
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<td>$0.00</td>
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<tr>
<td>5800</td>
<td>Marble, Tile, and Terrazzo Setters</td>
<td>$23.34</td>
<td>1</td>
<td>$1.11</td>
<td>1</td>
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<td>6000</td>
<td>Tinsmiths - Group I</td>
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<td>$0.00</td>
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<tr>
<td>6100</td>
<td>Tinsmiths - Group II</td>
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<td>$0.00</td>
<td>1</td>
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<tr>
<td>6200</td>
<td>Limited Electricians (90 Volt or Less)</td>
<td>$24.35</td>
<td>2</td>
<td>$5.42</td>
<td>2</td>
</tr>
</tbody>
</table>

### Notes:

1. **Majority.** If 50% of workers or more within a labor group earn the same wage/fringe benefit, this becomes the prevailing wage/fringe benefit for the occupation in the respective district. If two different wages/benefits each account for 50% for a labor group within a district, a weighted average is performed.

2. **Significant Minority.** If 30% of workers or more within a labor group earn the same wage, this becomes the prevailing wage for the labor group in the respective district. If two different wages each account for 30% for a labor group within a district, a weighted average is performed. This method is not used for benefits computations.

3. **Weighted Average.** If no significant minority exists for a wage/fringe benefit, the prevailing wage/fringe benefit is calculated as \( \frac{\text{Total Hourly Wage or Fringe Benefit} \times \text{Number of Workers}}{\text{Total Wages Or Benefits Paid}(\text{Hours Worked})/2} \).

4. **Moving Average Wage.** If no data is received for a particular classification an inflation adjustment is applied based on the previous year wage and benefit according to rates and regulations of the Department or Workforce Services. If 50% or more of workers or hours reported include benefits, Method 3 is used for the benefits computation if 30% or more of workers and hours were reported party to a CBA, current CBA wage and benefits are used (incl. only benefits levels for health, pension, vacation and apprenticeship). Highlighted sections indicate trades where skill adjustment may be necessary to ensure higher skilled positions pay any less equal to lower skilled occupations.

Contact with questions or to receive a copy: Kelly Roseberry, Workforce Standards & Compliance Program Manager, Labor Standards, (307) 777-7264. Objections to the rates must be filed with the Director of the Department of Workforce Services, John Cox, Director, 1510 E. Pershing Blvd., West Wing, Room 150, Cheyenne, WY 82002, and received within 15 days of this publication. The objection must be in writing and include the specific grounds for objection.

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Published: January 27, 2019
Legal No: 50422
1. **TENTATIVE SCHEDULE OF EVENTS**

   May be changed by addenda or mutual agreement between Owner and successful Bidder prior to signing Contract, Change Order after signing of Contract or other legitimate reason.

   a. First Advertisement
      - March 5, 2019
   b. Second Advertisement
      - March 8, 2019
   c. Mandatory Pre-Bid Conference
      - March 26, 2019 11:00 AM
   d. Last Day of Questions
      - March 28, 2019 5:00 PM
   e. Date of Last Addendum
      - April 4, 2019
   f. Bid Opening
      - April 9, 2019 3:00PM
   g. Notice of Award Issued
      - April 11, 2019
   h. Notice to Proceed with Submittals
      - April 22, 2019
   i. Notice to Proceed with Construction
      - May 21, 2019
   j. Substantial Completion
      - August 23, 2019

2. **FACILITY ACCESS FOR CONSTRUCTION**

   The Contractor shall coordinate with college officials for functions during the summer months to avoid disruptions to planned events and uses during times of construction. The following is a list of events scheduled or tentatively scheduled events for the Summer 2019 which may affect the work. This list of events is subject to change.

   The Contractor shall have access to the building on weekends but shall still coordinate with the college officials for possible college related functions.
CONTRACTOR:  
(Name, legal status and address)  
« » « » « »

SURETY:  
(Name, legal status and principal place of business)  
« » « » « »

OWNER:  
(Name, legal status and address)  
« » « » « »

BOND AMOUNT: $ « »

PROJECT:  
(Name, location or address, and Project number, if any)  
«LCSD 2 Mics Contracts»
« »
« »

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety’s consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor’s bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
Signed and sealed this « » day of « », « »

(Contractor as Principal) (Seal)

(Witness)

(Surety) (Seal)

(Witness)

(Titlue)
CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date: «»
Amount: $ «»
Description:
(Name and location)
«LCSD 2 Mics Contracts»
«»

BOND
Date: «»
(Not earlier than Construction Contract Date)
Amount: $ «»
Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Signature:
Name and Title:
(Any additional signatures appear on the last page of this Performance Bond.)

SURETY
Company: (Corporate Seal)
Signature:
Name and Title:

AGENT or BROKER:

OWNER’S REPRESENTATIVE:
(Architect, Engineer or other party:)

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.
§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety’s obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor’s performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner’s notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety’s receipt of the Owner’s notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner’s right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety’s obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety’s expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner’s concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner, or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to
Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
2. additional legal, design professional and delay costs resulting from the Contractor’s Default, and resulting from the actions or failure to act of the Surety under Section 5; and
3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety’s liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions
§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
§ 16 Modifications to this bond are as follows:

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(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

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User Notes:

(726101815)
PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

B. The Project is located within the Limits of Laramie County, Wyoming. The Contractor shall be responsible for any and all required Laramie County Building Permit, and for the payment of any associated fees, and shall include such costs in their bid.

C. The Work shall comply with, and all work shall be installed in accordance with all applicable Building Codes and Ordinances, current editions, as adopted by the State of Wyoming; and Laramie County, Wyoming.

D. All meetings pertaining to this project shall be conducted on the Laramie County Community College premises. All meetings shall include at least one (1) representative from the Owner, Architect, Contractor and Sub Contractor. All parties involved shall receive notice two (2) business days prior to the meeting date.

1.02 SUMMARY

A. This Section includes the following:
   1. Work covered by the Contract Documents.
   2. Type of Contract.
   3. Work phases.
   4. Use of premises.
   5. Owner's occupancy requirements.
   6. Work restrictions.
   7. Specification formats and conventions.

B. Related Sections include the following:
   1. Division 1 Section "Construction Facilities and Temporary Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.03 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification: LCCC Science Building Wall Coverings Phase II.

1. LCCC Science Building, Laramie County Campus, replacement of all existing vinyl wall coverings, wall base and cornerguards, and painting door and window trim within the inner corridor where indicated per the construction drawings as BASE BID.

B. Owner: Board of Trustees; Laramie County Community College; 1400 East College Drive; Cheyenne, Wyoming 82007-3299.

1. Owner’s Representative: Bill Zink; Director of Physical Plant; Laramie County Community College; 1400 East College Drive; Cheyenne, Wyoming 82007-3299.

C. Architect: Tobin & Associates, P.C.; P. O. Box 2420; 1820 Dillon Avenue, Suite 200A; Cheyenne, Wyoming 82003-2420.

D. The Work consists of the following:

1. The Work includes and consists of furnishing all labor, operations, materials, accessories, incidentals, services and equipment indicated, specified, mentioned, scheduled or implied per the Bid Documents for work on the specific aforementioned project. The specific Work includes: furnishing all labor, materials, services and equipment required for the following: replacement of vinyl wall coverings, wall base, corner guards and painting door and window frames within the inner corridor of the Science Building; including but not limited to selective demolition and the removal of all existing vinyl wall coverings and existing carpet base, preparation of the existing gypsum board walls, primer/sealer coating of gypsum walls, installation of new vinyl wall covering, rubber wall base, interior painting, as required per the construction drawings. All materials, services and/or work not specifically mentioned which are necessary in order to provide a complete project shall be included in
the bid and shall conform to all Local, State, and Federal requirements in accordance with the requirements, terms, specifications, conditions, and provisions hereinafter contained.

1.04 TYPE OF CONTRACT
   A. Project will be constructed under a single prime contract.

1.05 WORK PHASES
   A. The Work shall be conducted in a single phase.

1.06 USE OF PREMISES
   A. General: Contractor shall have limited use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited only by Owner's right to perform work.
   B. Use of Site: Limit uses of premises to area immediately adjacent to the area of work. Do not disturb portions of buildings or College site beyond areas in which the Work is indicated.
      1. Limits: Confine operations to areas within reasonable bounds immediately adjacent to the area of work. Portions of the buildings and site beyond areas in which construction operations are staged are not to be disturbed. Do not disturb portions of the buildings or site beyond the areas in which the Work is indicated.
      2. Owner Occupancy: Allow for limited Owner occupancy of Project buildings and sites and limited use by the public.
      3. Driveways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
         a. Schedule deliveries to minimize use of driveways and entrances.
      4. Sidewalks: Keep one side walk (pedestrian walk way) clear at all times.
   C. Construction Staging and Material Storage:
      1. On Site Materials Storage: The Contractor shall have limited use of the Owner's Building for storage of materials, unless otherwise agreed to in writing with the Owner.

1.07 OWNER'S OCCUPANCY REQUIREMENTS
   A. Full Owner Occupancy: Owner will occupy the sites and the existing buildings during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations.
      1. Maintain access to other adjacent occupied or used facilities. Do not close or obstruct corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
      2. Provide not less than 48 hours' notice to Owner of activities that will affect Owner's operations.
      3. See instruction to Bidders for important schedule dates.

1.08 WORK RESTRICTIONS
   A. On-Site Work Hours: Work shall be generally performed inside the existing building during normal business working hours, Monday through Friday, accept otherwise indicated.
      1. Weekend Hours: Notify Campus Security a minimum of 48-hours in advance of weekend work.
      2. Hours for noisy activity: Coordinate with Owner.

1.09 SPECIFICATION FORMATS AND CONVENTIONS
   A. Specification Format: The Specifications are organized into Divisions and Sections using the 32-division format and CSI/CST's "MasterFormat" numbering system.
      1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.

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

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.

2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
   a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 3 EXECUTION (NOT USED)

END OF SECTION
AN AGREEMENT BETWEEN ARCHITECT-ENGINEER OF RECORD AND CONTRACTOR
FOR TRANSFER OF COMPUTER AIDS DRAFTING (CAD) FILES ON ELECTRONIC
MEDIA

Architect-Engineer of Record (AER) ___________ Contractor _______________________

Architect Project No. ______________ Date: ________________

Project Name: __________________________ Location: ___________________________

The AER will provide the following CAD files, dated ____________, for the convenience of the
contract in preparing shop fabrication drawings:

__________________________________________________________

__________________________________________________________

__________________________________________________________

Drawings were prepared on the following:

Computer Software: ___________________ Version: _______________________

Contractor shall pay AER a service fee of __________________________ ($ ___)

TERMS AND CONDITIONS:

1. AER makes no representation as to the compatibility of the CAD files with any hardware or
   software.

2. Since the information set forth on the CAD files can be modified unintentionally or otherwise, the
   AER reserves the right to remove all indicia of its ownership and/or involvement from each
   electronic display. This media should not be considered a certified document.

3. All information on the CAD files is considered instruments of service of the AER and shall not be
   used for other projects, for additions to this project, or completion of this project by others. CAD
   files shall remain the property of the AER, and in no case shall the transfer of these files be
   considered a sale.

4. AER makes no representation regarding the accuracy, completeness, or permanence of CAD
   files, nor of their merchantability or fitness for a particular purpose. Addenda information or
   revisions made after the date indicated on the CAD files may not have been incorporated. In the
   event of a conflict between the AER’s sealed Contract Drawings and CAD files, the sealed
   Contract Drawings shall govern. It is the Contractor’s responsibility to determine if any conflicts
   exist. The CAD files shall not be considered to be Contract Documents as defined by the General
   Conditions of the Contract for Construction.
5. The use of CAD files prepared by the AER shall not in any way obviate the Contractor’s responsibility for the proper checking and coordination of dimensions, details, member sizes and gage, and quantities of materials as required to facilitate complete and accurate fabrication and erection.

6. The Contractor shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the AER, and its subconsultants from all claims, damages, losses, expenses, penalties and liabilities of any kind, including attorney’s fees, arising out of or resulting from the use of the CAD files by the Contractor, or by third party recipients of the CAD files from the Contractor.

7. The AER believes that no licensing or copyright fees are due to others on account of the transfer of the CAD files, but to the extent any are, the Contractor will pay the appropriate fees and hold the AER harmless from such claims.

8. Any purchase order number provided by the Contractor is for Contractor’s accounting purposes only. Purchase order terms and conditions are void and are not a part of this Agreement.

9. Payment of the service fee is due upon receipt of the CAD files.

10. This Agreement shall be governed by the laws of the principal place of business of the AER.

**AUTHORIZED ACCEPTANCE**

by Architect-Engineer

by Contractor

______________________________
Signature

______________________________
Signature

______________________________
Print Name and Title

______________________________
Print Name and Title

______________________________
Date

______________________________
Date

END OF SECTION 011015
SECTION 01 2000 - PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Procedures for preparation and submittal of applications for progress payments.
B. Documentation of changes in Contract Sum and Contract Time.
C. Change procedures.
D. Procedures for preparation and submittal of application for final payment.

1.02 SCHEDULE OF VALUES
A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.
B. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
C. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS
A. Payment Period: Submit at intervals stipulated in the Agreement.
B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.
C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
D. For each item, provide a column for listing each of the following:
   1. Item Number.
   2. Description of work.
   4. Previous Applications.
   5. Work in Place and Stored Materials under this Application.
   6. Authorized Change Orders.
   7. Total Completed and Stored to Date of Application.
   8. Percentage of Completion.
   10. Retainage.
E. Execute certification by signature of authorized officer.
F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
H. Submit one electronic and three hard-copies of each Application for Payment.
I. Include the following with the application:
   1. Transmittal letter as specified for submittals in Section 01 3000.
   2. Construction progress schedule, revised and current as specified in Section 01 3000.
   3. Partial release of liens from major subcontractors and vendors.
   4. Affidavits attesting to off-site stored products.

1.04 MODIFICATION PROCEDURES
A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to the Contract Documents.
B. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
C. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
   1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
   2. Promptly execute the change.

D. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 10, ten days.

E. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01 6000.

F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
   1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
   2. For change requested by Contractor, the amount will be based on the Contractor’s request for a Change Order as approved by Architect.
   3. For change ordered by Architect without a quotation from Contractor, the amount will be determined by Architect based on the Contractor’s substantiation of costs as specified for Time and Material work.

G. Substantiation of Costs: Provide full information required for evaluation.
   1. On request, provide the following data:
      a. Quantities of products, labor, and equipment.
      b. Taxes, insurance, and bonds.
      c. Overhead and profit.
      d. Justification for any change in Contract Time.
      e. Credit for deletions from Contract, similarly documented.
   2. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.

H. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.

J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.

1.05 APPLICATION FOR FINAL PAYMENT

A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.

B. Application for Final Payment will not be considered until the following have been accomplished:
   1. All closeout procedures specified in Section 01 7000.
   2. All punch list items are complete.

END OF SECTION
**Application and Certificate for Payment**

**TO OWNER:**

**PROJECT:**

**FROM CONTRACTOR:**

**VIA ARCHITECT:**

**APPLICATION NO:** 001

**PERIOD TO:**

**CONTRACT FOR:** General Construction

**CONTRACT DATE:** / /

**PROJECT NO:**

**APPLICATIONS TO:**

**OWNER:**

**ARCHITECT:**

**CONTRACTOR:**

**FIELD:**

**OTHER:**

---

**CONTRACTOR’S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. **ORIGINAL CONTRACT SUM** $ 0.00
2. **Net change by Change Orders** $ 0.00
3. **CONTRACT SUM TO DATE (Line 1 + 2)** $ 0.00
4. **TOTAL COMPLETED & STORED TO DATE (Column G on G703)** $ 0.00

5. **RETAINAGE**
   a. **0** % of Completed Work
      (Column D + E on G703)
      $ 0.00
   b. **0** % of Stored Material
      (Column F on G703)
      $ 0.00
   Total Retainage (Lines 5a + 5b or Total in COL 1 of G703) $ 0.00

6. **TOTAL EARNED LESS RETAINAGE** $ 0.00
   (Line 4 Less Line 5 Total)

7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**
   (Line 6 from prior Certificate) $ 0.00

8. **CURRENT PAYMENT DUE** $ 0.00

9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
   (Line 3 Less Line 6) $ 0.00

---

**ARCHITECT’S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect’s knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** $ 0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:**

By: ____________________________ Date: ____________________________

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.
Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor’s signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

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<th>ITEM NO.</th>
<th>DESCRIPTION OF WORK</th>
<th>SCHEDULED VALUE</th>
<th>WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)</th>
<th>WORK COMPLETED THIS PERIOD</th>
<th>MATERIALS PRESENTLY STORED (NOT IN D OR E)</th>
<th>TOTAL COMPLETED AND STORED TO DATE (D+E+F)</th>
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PART 1 GENERAL

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

1.02 COSTS INCLUDED
   A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

1.03 UNIT QUANTITIES SPECIFIED
   A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.

1.04 MEASUREMENT OF QUANTITIES
   A. Take all measurements and compute quantities. Measurements and quantities will be verified by Architect.
   B. Assist by providing necessary equipment, workers, and survey personnel as required.
   C. Measurement by Area: Measured by square dimension using mean length and width or radius.

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

1.06 DEFECT ASSESSMENT
   A. Replace Work, or portions of the Work, not conforming to specified requirements.
   B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct one of the following remedies:
      1. The defective Work will be partially repaired to the instructions of the Architect, and the unit price will be adjusted to a new unit price at the discretion of Architect.
   C. The authority of Architect to assess the defect and identify payment adjustment is final.

1.07 SCHEDULE OF UNIT PRICES
   A. Item: Unit Price No. 1, When at the direction of the Owner/Architect Gypsum Board repairs are required, including but not limited to patching and skim-coating or floating existing walls for preparation of vinyl wall covering and wall base installation. Division 9, Section 09 2116.

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

END OF SECTION
SECTION 01 2300 - ALTERNATES

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Description of Koroseal Walltalkers Tac-Wall.

1.02 ACCEPTANCE OF ALTERNATES
   A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
   B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.03 SCHEDULE OF ALTERNATES
   A. Alternate No. 1 - Install new Koroseal Wall-talkers, Tac-Wall and j-trim in designated areas on Construction documents. Adhesives per manufacturer's specifications. Color to be selected by Owner/Architect. Unit Price requested, 4' X 8', each.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION
PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Procedural requirements for proposed substitutions.

1.02 DEFINITIONS
   A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to
      materials, products, assemblies, and equipment.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS
   A. A Substitution Request for products, assemblies, materials, and equipment constitutes a
      representation that the submitter:
      1. Has investigated proposed product and determined that it meets or exceeds the quality
         level of the specified product, equipment, assembly, or system.
      2. Agrees to provide the same warranty for the substitution as for the specified product.
      3. Agrees to coordinate installation and make changes to other work that may be required for
         the work to be complete, with no additional cost to Owner.
      4. Waives claims for additional costs or time extension that may subsequently become
         apparent.
   B. Document each request with complete data substantiating compliance of proposed substitution
      with Contract Documents. Burden of proof is on proposer.
   C. Content: Include information necessary for tracking the status of each Substitution Request,
      and information necessary to provide an actionable response.
   D. Limit each request to a single proposed substitution item.

3.02 SUBSTITUTION PROCEDURES DURING CONSTRUCTION
   A. Submittal Form (after award of contract):
      1. Submit substitution requests by completing the form attached to this section. See this
         section for additional information and instructions. Use only this form; other forms of
         submission are unacceptable.
   B. Substitutions will not be considered under one or more of the following circumstances:
      1. When they are indicated or implied on shop drawing or product data submittals, without
         having received prior approval.
      2. Without a separate written request.

3.03 RESOLUTION
   A. Architect may request additional information and documentation prior to rendering a decision.
      Provide this data in an expeditious manner.
   B. Architect will notify Contractor in writing of decision to accept or reject request.
      1. Architect's decision following review of proposed substitution will be noted on the
         submitted form.

3.04 ACCEPTANCE
   A. Accepted substitutions change the work of the Project. They will be documented and
      incorporated into work of the project by Change Order, Construction Change Directive,
      Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of
      the Contract.

END OF SECTION
Pre-Bid Request for Substitution

<table>
<thead>
<tr>
<th>Date</th>
<th>Project</th>
<th>Project No.</th>
<th>Contractor/Vendor</th>
<th>Address</th>
<th>City, State, Zip</th>
<th>Phone</th>
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<th>Attachments</th>
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<td>Proposed Substitution</td>
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- Product Data
- Material Sample
- Sample Warranty

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<tr>
<td>Will changes be required to the building design or drawing dimensions in order to properly install the proposed substitution?</td>
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<td>Yes</td>
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<tr>
<td>Will the undersigned pay for changes to the building design, including engineering and drawing costs, caused by the requested substitution?</td>
</tr>
<tr>
<td>Yes</td>
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<tr>
<td>Does the manufacturer’s warranty of the proposed substitution differ from that specified?</td>
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<td>Yes</td>
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I/we have investigated the proposed substitution and:

- Manufacturer certifies that the proposed substitution is appropriate for the proposed use and is equal or better than the specified product.
- Product Supplier certifies that the proposed substitution is appropriate for the proposed use and is equal or better than the specified product.
- Product Installer certifies that the proposed substitution is appropriate for the proposed use and is equal or better than the specified product.

Signature: __________________________
## Post-Bid Request for Substitution

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I/we have investigated the proposed substitution and:

- [ ] Believe that it is equal or superior in all respects to the original specified product.
- [ ] Will provide the same warranty as required.
- [ ] Will pay redesign and special installation costs caused by the use of this product.
- [ ] Will pay additional costs to other contractors caused by the substitution.
- [ ] Will coordinate the incorporation of the proposed substitution into the Work.
- [ ] Will modify other parts of the Work as may be necessary to complete the Work.

Signature: ________________________________

SECTION 01 2600 - CONTRACT MODIFICATION PROCEDURES

PART 1  GENERAL

1.01  RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02  SUMMARY

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

B. Related Sections: The following Sections contain requirements that relate to this Section:
   1. Division 01 Section “Submittal Procedures” for requirements for the Contractor’s Construction Schedule.
   2. Division 01 Section "Applications for Payment" for administrative procedures governing Applications for Payment.
   3. Division 01 Section “Substitutions” for administrative procedures for handling requests for substitutions made after award of the Contract.

1.03  MINOR CHANGES IN THE WORK

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

1.04  CHANGE ORDER PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: The Architect will issue a detailed description of proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
   1. Proposal requests issued by the Architect are for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.
   2. Within 10 days of receipt of a proposal request, submit an estimate of cost necessary to execute the change to the Architect for the Owner's review.
      a. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
      b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
      c. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.

B. Contractor-Initiated Proposals: When latent or unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.
   1. Include a statement outlining the 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 Contract Time.
   2. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
   3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
   4. Comply with requirements in Section “Substitutions” if the proposed change requires substitution of one product or system for a product or system specified.

1.05 CHANGE ORDER PROCEDURES

   A. Upon the Owner’s approval of a Proposal Request, the Architect will issue a Change Order for signatures of the Owner and the Contractor on AIA Form G701.

END OF SECTION
PART 1 GENERAL
1.01 SECTION INCLUDES
   A. Construction progress schedule.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION
3.01 CONSTRUCTION PROGRESS SCHEDULE
   A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.
   B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
   C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.

END OF SECTION
SECTION 01 3100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 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. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.

C. Related Sections include the following:
   1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
   2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
   3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.03 DEFINITIONS

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

1.04 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.

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1.05 SUBMITTALS
A. Key Personnel Names: Within 5 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1.06 ADMINISTRATIVE AND SUPERVISORY PERSONNEL
A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
1. Include special personnel required for coordination of operations with other contractors.

1.07 PROJECT MEETINGS
A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Contractor to 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: Contractor to prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Contractor to 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: Contractor to schedule a preconstruction conference before starting construction, at a time convenient to Owner 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. Critical work sequencing and long-lead items.
c. Designation of key personnel and their duties.
d. Procedures for processing field decisions and Change Orders.
e. Procedures for RFIs.
f. Procedures for processing Applications for Payment.
g. Submittal procedures.
h. Preparation of Record Documents.
i. Use of the premises and existing building.
j. Work restrictions.
k. Owner's occupancy requirements.
l. Responsibility for temporary facilities and controls.
m. Construction waste management and recycling.
n. Parking availability.
o. Office, work, and storage areas.
p. Equipment deliveries and priorities.
q. First aid.
r. Security.
s. Progress cleaning.
t. Working hours.

3. Minutes: Contractor to record and distribute meeting minutes.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each
construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or
affected by the installation and its coordination or integration with other materials and
installations that have preceded or will follow, shall attend the meeting. Advise Architect of
scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the
particular activity under consideration, including requirements for the following:
   b. Options.
   c. Related RFIs.
   d. Related Change Orders.
   e. Purchases.
   f. Deliveries.
   g. Submittals.
   h. Possible conflicts.
   i. Compatibility problems.
   j. Time schedules.
   k. Manufacturer’s written recommendations.
   l. Warranty requirements.
   m. Compatibility of materials.
   n. Acceptability of substrates.
   o. Temporary facilities and controls.
   p. Space and access limitations.
   q. Regulations of authorities having jurisdiction.
   r. Installation procedures.
   s. Coordination with other work.
   t. Required performance results.
   u. Protection of adjacent work.
   v. Protection of construction and personnel.
3. Contractor to record significant conference discussions, agreements, and disagreements,
including required corrective measures and actions.
4. Reporting: Contractor to distribute minutes of the meeting to each party present and to
parties who should have been present.
5. Do not proceed with installation if the conference cannot be successfully concluded.
Initiate whatever actions are necessary to resolve impediments to performance of the
Work and reconvene the conference at earliest feasible date.

D. Coordination and Progress Meetings: Conduct Project coordination meetings at bi-weekly
intervals. Project coordination meetings are in addition to specific meetings held for other
purposes, such as progress meetings and preinstallation conferences.
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 the previous coordination 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. Schedule Updating: Revise Combined Contractor’s Construction Schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
c. 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) Access.
   6) Temporary facilities and controls.
   7) Work hours.
   8) Hazards and risks.
   9) Progress cleaning.
   10) Quality and work standards.
   11) Change Orders.
   12) Deliveries.
   13) Progress cleaning.
   14) Quality and work standards.
   15) Status of correction of deficient items.
   16) Field observations.
   17) RFIs.
   18) Status of proposal requests.
   19) Pending changes.
   20) Status of Change Orders.
   21) Pending claims and disputes.
   22) Documentation of information for payment requests.
3. Minutes: Contractor to record the meeting minutes.
4. Reporting: Contractor to distribute minutes and results of the meeting to each party present and to others affected by decisions or actions resulting from each meeting.
5. 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.

1.08 REQUESTS FOR INTERPRETATION (RFI)
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.
   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. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.
   1. Attachments shall be electronic files in Adobe Acrobat PDF format.
   2. 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 fourteen 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 01 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 5 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 software log weekly prior to coordination meeting, with not less than 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.

END OF SECTION
SECTION 01 3200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
   1. Preliminary Construction Schedule.
   2. Contractor’s Construction Schedule.
   4. Daily construction reports.
   5. Material location reports.
   6. Field condition reports.
   7. Special reports.

B. Related Sections include the following:
   1. Division 01 Section “Application for Payment” for submitting the Schedule of Values.
   2. Division 01 Section “Project Management and Coordination” for submitting and distributing meeting and conference minutes.
   3. Division 01 Section “Submittal Procedures” for submitting schedules and reports.
   4. Division 01 Section “Quality Requirements” for submitting a schedule of tests and inspections.

1.03 DEFINITIONS

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

B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.

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

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

E. Event: The starting or ending point of an activity.

F. Float: The measure of leeway in starting and completing an activity.
   1. Float time belongs to the Owner is not for the exclusive use or benefit of the Contractor.
   2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
   3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

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

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

I. Milestone: A key or critical point in time for reference or measurement.
J. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

K. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.04 SUBMITTALS

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

B. Preliminary Construction Schedule: Submit one electronic copy in PDF format.
   1. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loaded activities.

C. Contractor's Construction Schedule: Submit one electronic copy in PDF format of initial schedule, large enough to show entire schedule for entire construction period.
   1. Submit an electronic copy of schedule, using software indicated, on CD-R, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.

D. Daily Construction Reports: Submit electronic copies in PDF format prior to weekly coordination meeting.

E. Material Location Reports: Submit two copies monthly to coincide with Applications for Payment.

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

G. Special Reports: Submit two copies at time of unusual event.

1.05 COORDINATION

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

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

PART 2 PRODUCTS

2.01 SUBMITTALS SCHEDULE

A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
   1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
   2. Initial Submittal: Submit concurrently with preliminary bar-chart schedule or network diagram. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
      a. Show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor’s Construction Schedule.

### 2.02 CONTRACTOR’S CONSTRUCTION SCHEDULE, GENERAL

**A. Procedures:** Comply with procedures contained in AGC’s "Construction Planning & Scheduling."

**B. Time Frame:** Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

**C. Activities:** Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:

1. **Activity Duration:** Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.

2. **Procurement Activities:** Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

3. **Submittal Review Time:** Include review and resubmittal times indicated in Division 01 Section “Submittal Procedures” in schedule. Coordinate submittal review times in Contractor’s Construction Schedule with Submittals Schedule.

4. **Startup and Testing Time:** Include not less than thirty days for startup and testing.

5. **Substantial Completion:** Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.

**D. Constraints:** Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. **Products Ordered in Advance:** Include a separate activity for each product. Include delivery date indicated in Division 01 Section “Summary.” Delivery dates indicated stipulate the earliest possible delivery date.

2. **Work Restrictions:** Show the effect of the following items on the schedule:
   a. Coordination with existing construction.
   b. Limitations of continued occupancies.
   c. Uninterruptible services.
   d. Partial occupancy before Substantial Completion.
   e. Use of premises restrictions.
   f. Environmental control.

3. **Work Stages:** Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
   a. Subcontract awards.
   b. Submittals.
   c. Purchases.
   d. Fabrication.
   e. Deliveries.
   f. Installation.
   g. Project closeout.

### 2.03 PRELIMINARY CONSTRUCTION SCHEDULE

**A. Bar-Chart Schedule:** Submit preliminary horizontal bar-chart-type construction schedule within seven days of date established for the Notice to Proceed.

**B. Preparation:** Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
2.04 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)
   A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice to Proceed. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.
   B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

2.05 REPORTS
   A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
      1. List of subcontractors at Project site.
      2. List of separate contractors at Project site.
      3. Approximate count of personnel at Project site.
      4. Equipment at Project site.
      5. Material deliveries.
      6. High and low temperatures and general weather conditions.
      7. Accidents.
      8. Meetings and significant decisions.
      9. Unusual events (refer to special reports).
      10. Stoppages, delays, shortages, and losses.
      11. Emergency procedures.
      12. Orders and requests of authorities having jurisdiction.
      13. Change Orders received and implemented.
      14. Construction Change Directives received and implemented.
      15. Services connected and disconnected.
   B. Material Location Reports: At monthly intervals to coincide with Applications for Payment, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
   C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.06 SPECIAL REPORTS
   A. General: Submit special reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.
   B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

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

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

END OF SECTION
SECTION 01 3300 - SUBMITTAL PROCEDURES

PART 1 GENERAL

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

1.02 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 "Applications for Payment" 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 "Construction Progress Documentation" for submitting schedules and
         reports, including Contractor's Construction Schedule and the Submittals Schedule.
      4. Divisions 02 through 12 Sections for specific requirements for submittals in those Sections.

1.03 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.

1.04 SUBMITTAL PROCEDURES
   A. Coordination: Coordinate preparation and processing of submittals with performance of
      construction activities.
      1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals,
         and related activities that requires sequential activity.
      2. Coordinate transmittal of different types of submittals for related parts of the Work so
         processing will not be delayed because of need to review submittals concurrently for
         coordination.
         a. Architect reserves the right to withhold action on a submittal requiring coordination
            with other submittals until related submittals are received.
   B. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress
      Documentation" for list of submittals and time requirements for scheduled performance of
      related construction activities.
   C. Processing Time: Allow enough time for submittal review, including time for resubmittal, 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 resubmittal.
      1. Initial Review: Allow 14 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 14 days for review of each resubmittal.
      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 14
         days for review of each submittal. Submittal will be returned to Architect before being
         returned to Contractor.
   D. 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 (150 by 200 mm) 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 hyphen and then a sequential number (e.g., 061000-01). Resubmittal shall include an alphabetic suffix after another hyphen (e.g., 061000-01-A).
   i. Title of appropriate Specification Section.
   j. Drawing number and detail references, as appropriate.
   k. Location(s) where product is to be installed, as appropriate.
   l. Other necessary identification.

E. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.

F. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial electronic submittal may serve as final submittal.
   1. Submit electronic copy of submittal to concurrent reviewer and to Architect.
      a. Electronic copy shall be one file in .pdf format organized as it would appear in printed form.
      b. Submit separate files for product and shop drawings.
   2. Contractor shall print hardcopy and additional copies submitted for maintenance manuals.

G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
   1. Transmittal Form: Provide locations on form for the following information:
      a. Project name.
      b. Date.
      c. Destination (To:).
      d. Source (From:).
      e. Names of subcontractor, manufacturer, and supplier.
      f. Category and type of submittal.
      g. Submittal purpose and description.
      h. Specification Section number and title.
      i. Drawing number and detail references, as appropriate.
      j. Submittal and transmittal distribution record.
      k. Remarks.
      l. Signature of transmitter.
   2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.

H. Resubmittal: Make resubmittal 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 with an approval notation from Architect, with Architect’s electronic action stamp.

I. Distribution: Furnish electronic or hardcopies 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.

J. Use for Construction: Use only final submittals with mark indicating an approval notation from Architect, with Architect’s electronic action stamp.

K. Software-Generated Submittals: Software-generated transmittal form and scanned submittal documents with substantially the same content as indicated above.
   1. Transmittal with attachments shall be electronic files in Adobe Acrobat PDF format.
   2. Identify each page of attachments with the submittal number and sequential page number.

PART 2 PRODUCTS

2.01 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.
   1. Submit electronic submittals directly to Architect by E-mail or to internet .ftp web-site specifically established for Project.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
   1. If information must be specifically prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
   2. Mark each copy of each submittal to show which products and options are applicable.
   3. Include the following information, as applicable:
      a. Manufacturer's written recommendations.
      b. Manufacturer's product specifications.
      c. Manufacturer's installation instructions.
      d. Standard color charts.
      e. Manufacturer's catalog cuts.
      f. Standard product operation and maintenance manuals.
      g. Compliance with specified referenced standards.
   4. Submit Product Data before or concurrent with Samples.
   5. Number of Copies: Submit electronic copies of Product Data, unless otherwise indicated. Architect will return electronic copies only. Contractor shall print hardcopy and mark up and retain one copy as a Project Record Document.
      a. Electronic copy shall be one file in .pdf format organized as it would appear in printed form.
      b. Submit separate files for product and shop drawings.

C. 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, do not reproduce Architect's CAD Drawings for this purpose unless approved by architect.
   1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
      a. Dimensions.
      b. Identification of products.
      c. Compliance with specified standards.
      d. Notation of coordination requirements.
   2. Sheet Plot/Copy Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
   3. Number of Copies: Submit one electronic copy of each submittal. Architect will return as an electronic copy.
      a. Electronic copy shall be one file in .pdf format organized as it would appear in printed form.
b. Submit separate files for product and shop drawings.

4. Oversized Submittals: Submittals greater than 10mb in size, maybe required to be submitted as hardcopy only, as directed by the Architect. Architect shall specify the number of copies to be submitted.

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

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

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

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 one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return 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; color range sets; and components used for independent testing and inspection.
   a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain 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.

E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product.
2. Number and name of room or space.
3. Location within room or space.
4. Number of Copies: Submit electronic copies of product schedule or list, unless otherwise indicated. Architect will return electronic copy.
   a. Contractor shall print hardcopy, mark up and retain as a Project Record Document.

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

G. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

H. Application for Payment: Comply with requirements specified in Division 01 Section "Applications for Payment"
I. Schedule of Values: Comply with requirements specified in Division 01 Section “Applications for Payment.”

J. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
   1. Name, address, and telephone number of entity performing subcontract or supplying products.
   2. Number and title of related Specification Section(s) covered by subcontract.
   3. Drawing number and detail references, as appropriate, covered by subcontract.
   4. Number of Copies: Submit electronic copy of subcontractor list, unless otherwise indicated.
      a. Contractor shall print hardcopy, mark up and retain as a Project Record Document.

2.02 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.
   1. Number of Copies: Submit electronic copies of each submittal, unless otherwise indicated.
   2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
   3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements." Test and Inspection Reports may be submitted in electronic format.

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

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

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

E. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
   1. Name of evaluation organization.
   2. Date of evaluation.
   3. Time period when report is in effect.
   4. Product and manufacturers’ names.
   5. Description of product.
   6. Test procedures and results.
   7. Limitations of use.

F. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment.

G. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
   1. Preparation of substrates.
   2. Required substrate tolerances.
   3. Sequence of installation or erection.
   4. Required installation tolerances.
   5. Required adjustments.
   6. Recommendations for cleaning and protection.
H. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

I. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.
   1. Architect will not review submittals that include MSDSs and will return the entire submittal for resubmittal.

PART 3 EXECUTION

3.01 CONTRACTOR'S REVIEW
   A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
   B. 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.

3.02 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 with electronic 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
SECTION 01 4000 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General and Supplementary
      Conditions and other Division 1 Specification Sections, apply to this Section.

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

1.03 DEFINITIONS
   A. Quality-Assurance Services: Activities, actions, and procedures performed before and during
      execution of the Work to guard against defects and deficiencies and substantiate that proposed
      construction will comply with requirements.
   B. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e.,
      plant, mill, factory, or shop.
   C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an
      employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation,
      including installation, erection, application, and similar operations.
   D. Experienced: When used with an entity, "experienced" means having successfully completed a
      minimum of five previous projects similar in size and scope to this Project; being familiar with
      special requirements indicated; and having complied with requirements of authorities having
      jurisdiction.

1.04 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.

1.05 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.
PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION
3.01 REPAIR AND PROTECTION
   A. Protect construction exposed by or for quality-control service activities.

   END OF SECTION
SECTION 01 4200 - REFERENCES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.
B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
H. "Provide": Furnish and install, complete and ready for the intended use.
I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings.

1.03 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
D. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.04 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations, Code Agencies, Federal Government Agencies, State Government Agencies, Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in a publication from Thomson Gale's "Encyclopedia of Associations" or as provided by a pertaining publication from Thomas Gale Publishing. www.gale.com <http://www.gale.com/>

END OF SECTION
SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

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

B. Related Requirements:
   1. Section 011000 “Summary” for work restrictions and limitations on utility interruptions.

C. Temporary utilities include, but are not limited to, the following:
   1. Water service and distribution.
   2. Temporary electric power and light.
   3. Telephone service.
   4. Sanitary facilities, including drinking water.

D. Support facilities include, but are not limited to, the following:
   1. Waste disposal services.
   2. Construction aids and miscellaneous services and facilities.

E. Security and protection facilities include, but are not limited to, the following:
   1. Temporary fire protection.
   2. Barricades, warning signs, and lights.
   3. Sidewalk bridge or enclosure fence for the site.
   4. Environmental protection.

1.03 QUALITY ASSURANCE

A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
   1. Building code requirements.
   2. Health and safety regulations.
   3. Utility company regulations.
   4. Police, fire department, and rescue squad rules.
   5. Environmental protection regulations.

B. Building Permits: If required, General Contractor shall obtain and pay for any permits required by the authorities having jurisdiction.

   1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 “National Electric Code.”

1.04 PROJECT CONDITIONS

A. Conditions of Use: Keep owner provided services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

PART 2 PRODUCTS

2.01 MATERIALS

A. General: Provide new materials. If acceptable to the Architect, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.
B. Water: Provide potable water approved by local health authorities.

2.02 EQUIPMENT

A. General: Provide new equipment. If acceptable to the Architect, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.

B. Water Hoses: Provide 3/4-inch (19-mm), heavy-duty, abrasion-resistant, flexible rubber hoses 100 feet (30 m) long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.

C. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.

D. Toilets: Contractor to provide portable toilet; toilet shall be maintained weekly.

E. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures.
   1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 EXECUTION

3.01 INSTALLATION

A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.02 OWNER PROVIDED UTILITIES

A. General: Contractor will be allowed to connect to existing services. Where owner provides only part of the service, provide the remainder with matching, compatible materials and equipment.
   1. Use Charges: By owner

B. Water Service: Permanent water service will be available on site.

C. Electric Power Service: Electrical service will be available on site.

D. Temporary Telephones: Cellular telephones may be used by Contractor’s and Subcontractor’s personnel in lieu of temporary telephone service.

3.03 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. 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.
   1. Comply with work restrictions specified in Section 011000 “Summary.”

   1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on on roof at all times.
   2. Store combustible materials in containers in fire-safe locations.
3. Maintain unobstructed access to fire extinguishers, fire hydrants, and other access routes for fighting fires. Prohibit smoking on Project Site.

D. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against.

E. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup.

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

3.04 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of owner provided facilities. Limit availability of facilities to essential and intended uses to minimize waste and abuse.

B. Maintenance: Maintain facilities in good and clean operating condition throughout construction. Protect facilities from damage if necessary.

END OF SECTION
SECTION 01 6000 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

A. This Section includes administrative and procedural requirements governing the Contractor's selection of products for use in the Project.

B. Related Sections: The following Sections contain requirements that relate to this Section:
   1. Division 1 Section "Submittal Procedures" specifies requirements for submittal of the Contractor's Construction Schedule and the Submittal Schedule.
   2. Division 1 Section "Substitutions" specifies administrative procedures for handling requests for substitutions made after award of the Contract.

1.03 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
   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. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
   3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

1.04 QUALITY ASSURANCE

A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.
   1. When specified products are available only from sources that do not, or cannot, produce a quantity adequate to complete project requirements in a timely manner, consult with the Architect to determine the most important product qualities before proceeding. Qualities may include attributes, such as visual appearance, strength, durability, or compatibility. When a determination has been made, select products from sources producing products that possess these qualities, to the fullest extent possible.

B. Compatibility of Options: When the Contractor is given the option of selecting between 2 or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

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

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

PART 2 PRODUCTS

2.01 PRODUCT SELECTION

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, new at the time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures: The Contract Documents and governing regulations govern product selection. Procedures governing product selection include the following:
1. Proprietary Specification Requirements: Where Specifications name only a single product or manufacturer, provide the product indicated. No substitutions will be permitted.
2. Semiproprietary Specification Requirements: Where Specifications name 2 or more products or manufacturers, provide 1 of the products indicated. No substitutions will be permitted.
3. Nonproprietary Specifications: When Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
4. Compliance with Standards, Codes, and Regulations: Where Specifications only require compliance with an imposed code, standard, or regulation, select a product that complies with the standards, codes, or regulations specified.

2.02 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the 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.

PART 3 EXECUTION

3.01 INSTALLATION OF PRODUCTS

A. Comply with manufacturer’s instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.

1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION
SECTION 01 7300 - EXECUTION

PART 1 GENERAL

1.01 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY
   A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
      2. Installation of the Work.
      3. Cutting and patching.
      4. Progress cleaning.
      5. Protection of installed construction.
      6. Correction of the Work.
   B. Related Sections include the following:
      1. Division 01 "Summary" for limits on use of Project site.
      2. Division 01 "Submittal Procedures".
      3. Division 01 "Closeout Procedures" for submitting Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
      4. Division 09 "Gypsum Board Assemblies" for required gypsum board level of finish and preparation.

1.03 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 construction to original conditions after installation of other work.

1.04 SUBMITTALS
   A. Landfill Receipts: Submit copy of receipts issued by a landfill facility.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 EXAMINATION
   A. 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. Record observations.
      1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
      2. 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.

3.03 CONSTRUCTION LAYOUT
A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings. If discrepancies are discovered, notify Architect and Owner promptly.

3.04 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.
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. Anchors and Fasteners: Provide anchors and fasteners as required to reattach or 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.
G. 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.
H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.05 CUTTING AND PATCHING
A. 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.
B. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 “Summary.”
C. Removal of existing vinyl wall covering: Removal of existing wall coverings shall be by experienced workers. Exercise care when removing existing wall coverings to minimize damage to existing gypsum board.
D. 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 neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
   2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
   3. Proceed with patching after construction operations requiring cutting are complete.
E. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.

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

3.06 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.
   2. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

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

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

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

E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

F. 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.

G. 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.

H. 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.

3.07 PROTECTION OF INSTALLED CONSTRUCTION
A. Comply with manufacturer’s written instructions for temperature and relative humidity.

3.08 CORRECTION OF THE WORK
A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

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. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION
SECTION 01 7419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1  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. This Section includes administrative and procedural requirements for the following:
      1. Recycling nonhazardous construction waste, is at the discretion of the Contractor, but
         encouraged by the Owner.
      2. Disposing of nonhazardous construction waste.
   B. Related Sections include the following:
      1. Division 01 Section "Temporary Facilities and Controls" for environmental-protection
         measures during construction.

1.03 DEFINITIONS
   A. Construction Waste: Building and site improvement materials and other solid waste resulting
      from construction, remodeling, renovation, or repair operations. Construction waste includes
      packaging.
   B. Disposal: Removal off-site of demolition and construction waste and subsequent sale,
      recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
   C. Recycle: Recovery of demolition or construction waste for subsequent processing in
      preparation for reuse.

1.04 PERFORMANCE GOALS
   A. Recycle Goals: Laramie County's goal is to encourage recycling as much nonhazardous
      construction waste as possible. However, recycling of nonhazardous construction waste is not
      mandatory, only encouraged by the Owner, when beneficial for the Contractor.
      1. Construction Waste:
         a. Lumber.
         b. Packaging: Regardless of salvage/recycle goal indicated above, salvage or recycle
            100 percent of the following uncontaminated packaging materials.
            1) Paper.
            2) Cardboard.
            3) Boxes.
            4) Plastic sheet and film.
            5) Polystyrene packaging.
            7) Plastic pails.

1.05 QUALITY ASSURANCE
   A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having
      jurisdiction.

1.06 PRODUCTS (NOT USED)

PART 3  EXECUTION

2.01 PLAN IMPLEMENTATION
   A. Site Access and Temporary Controls: Conduct waste management operations to ensure
      minimum interference with roads, streets, walks, walkways, and other adjacent occupied and
      used facilities.
      1. Designate and label specific areas on Project site necessary for separating materials that
         are to be salvaged, recycled, reused, donated, and sold.
      2. Comply with Division 01 Section "Temporary Facilities and Controls" for controlling dust
         and dirt, environmental protection, and noise control.
2.02 RECYCLING CONSTRUCTION WASTE, GENERAL

A. General: Owner encourages the recycle of paper and beverage containers used by on-site workers.

B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.

C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
   1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
      a. Inspect containers and bins for contamination and remove contaminated materials if found.
   2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
   3. Stockpile materials away from construction area.
   4. Store components off the ground and protect from the weather.

2.03 RECYCLING CONSTRUCTION WASTE

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

2.04 DISPOSAL OF WASTE

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

B. Burning: Do not burn waste materials.

C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION
SECTION 01 7700 - CLOSEOUT PROCEDURES

PART 1  GENERAL

1.01  RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General and Supplementary
      Conditions and other Division 1 Specification Sections, apply to this Section.

1.02  SUMMARY
   A. This 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.

1.03  CLOSEOUT SUBMITTALS
   A. Certificate of Insurance: For continuing coverage.

1.04  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. Submittals Prior to Substantial Completion: Complete the following prior to requesting
      inspection for determining date of Substantial Completion. List items below that are incomplete
      at time of request.
      1. Submit closeout submittals specified in other Division 01 Sections, including project record
         documents, operation and maintenance manuals, damage or settlement surveys, and
         similar final record information.
      2. Submit closeout submittals specified in individual Sections, including specific warranties,
         and similar documents.
      3. Submit maintenance material submittals specified in individual Sections, including textra
         materials, and similar items, and deliver to location designated by Architect. Label with
         manufacturer's name and model number where applicable.
   C. Procedures Prior to Substantial Completion: Complete the following 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. Advise Owner of changeover in heat and other utilities.
      3. Terminate and remove temporary facilities from Project site.
      4. Complete final cleaning requirements, including touchup painting.
      5. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual
         defects.
   D. Inspection: Submit a written request for inspection to determine Substantial Completion a
      minimum of four 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.
      1. Reinspecting: Request reinspecting when the Work identified in previous inspections as
         incomplete is completed or corrected.
      2. Results of completed inspection will form the basis of requirements for final completion.

1.05  FINAL COMPLETION PROCEDURES
   A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance
      and final payment, complete the following. List exceptions in the request.
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.

2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.

3. Submit a certified copy of the Architect's final inspection list of items to be completed or corrected, endorsed and dated by the Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Architect.

4. Submit consent of surety to final payment.

5. Submit a final liquidated damages settlement statement.

B. Reinspecting Procedure: The Architect will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Architect.

1. Upon completion of reinspecting, the Architect will prepare a certificate of final acceptance. If the Work is incomplete, the Architect will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.

2. If necessary, reinspecting will be repeated.

1.06 RECORD DOCUMENT SUBMITTALS

A. General: Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the Architect's reference during normal working hours.

B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work.

2. Mark new information that is important to the Owner but was not shown on Contract Drawings or Shop Drawings.

3. Note related change-order numbers where applicable.

4. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.

C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda. Include with the Project Manual one copy of other written construction documents, such as Change Orders and modifications issued in printed form during construction.

1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.

2. Give particular attention to substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.

3. Note related record drawing information and Product Data.

4. Upon completion of the Work, submit record Specifications to the Architect for the Owner's records.

D. Record Product Data: Maintain one copy of each Product Data submittal. Note related Change Orders and markup of record drawings and Specifications.

1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations.
2. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned later by direct observation.
3. Upon completion of markup, submit complete set of record Product Data to the Architect for the Owner's records.

E. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Submit to the Architect for the Owner's records.

F. Maintenance Manuals: Organize operation and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual, heavy-duty, 2-inch (51-mm), 3-ring, vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:
   2. Shop Drawings and Product Data.

PART 2 EXECUTION

2.01 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 refinishing damaged surfaces and touching up with matching materials. 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 that already show evidence of repair or restoration.
   3. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

2.02 FINAL CLEANING
A. General: The General Conditions require general cleaning during construction. Regular site cleaning is included in Division 1 Section "Construction Facilities and Temporary Controls."
B. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.
   1. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Owner.

END OF SECTION
**Certificate of Substantial Completion**

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<th>PROJECT: (name and address)</th>
<th>CONTRACT INFORMATION:</th>
<th>CERTIFICATE INFORMATION:</th>
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<tr>
<td>LCSD 2 Mics Contracts</td>
<td>Contract For: General Construction</td>
<td>Certificate Number: Date:</td>
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<tr>
<th>OWNER: (name and address)</th>
<th>ARCHITECT: (name and address)</th>
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The Work identified below has been reviewed and found, to the Architect’s best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

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<tr>
<th>ARCHITECT (Firm Name)</th>
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**WARRANTIES**

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

**WORK TO BE COMPLETED OR CORRECTED**

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within __ days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: $

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner’s and Contractor’s legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

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Contractor’s Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)  ARCHITECT’S PROJECT NUMBER:  OWNER:
ARCHITECT:  CONTRACT FOR: General Construction  ARCHITECT:
CONTRACTOR:  CONTRACT DATED:  CONTRACTOR:
SURETY:  OTHER:  OWNER:

STATE OF:  COUNTY OF:
The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner’s property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707. Consent of Surety, may be used for this purpose.

Indicate Attachment  □ Yes  □ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor’s Release or Waiver of Liens, conditional upon receipt of final payment.

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.


CONTRACTOR: (Name and address)

BY:
(Signature of authorized representative)
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:
Contractor's Affidavit of Release of Liens

PROJECT: (Name and address)  ARCHITECT'S PROJECT NUMBER:  OWNER: □

ARCHITECT: □

CONTRACT FOR: General
Construction

CONTRACTOR: □

SURETY: □

SURETY: □

CONTRACT DATED: OTHER: □

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:
1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: (Name and address)

BY: __________________________

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:
Consent Of Surety to Final Payment

PROJECT: (Name and address)  ARCHITECT'S PROJECT NUMBER:  OWNER: □

ARCHITECT: □

CONTRACT FOR: General Construction  CONTRACTOR: □

SURETY: □

TO OWNER: (Name and address)  CONTRACT DATED:  OTHER: □

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(Insert name and address of Surety)

on bond of

(Insert name and address of Contractor)

SURETY,

CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the

Surety of any of its obligations to

(Insert name and address of Owner)

as set forth in said Surety’s bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:

(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

(Printed name and title)

Attest:

(Seal):
AFFIDAVIT CERTIFYING
THAT NO LEAD
WAS USED OR INSTALLED

To:                Project Number:                Contract Amount:

Project:                Contract Date:

State of

County of

The undersigned, hereby certifies that no lead or lead containing materials were used or
installed on the above-referenced project. Except where specifically shown or specified.

Contractor:

________________________________
________________________________
________________________________

By: __________________________

Subscribed and sworn to before me this____ day of ________________, 200_

______________________________
Notary Public

My Commission Expires:_____________
AFFIDAVIT CERTIFYING
THAT NO ASBESTOS
WAS USED OR INSTALLED

TO:
PROJECT:
ARCHITECT'S PROJECT NUMBER:
CONTRACT DATE:
SUBSTANTIAL COMPLETION DATE:

State of: Wyoming
County of: Laramie

The undersigned, in accordance with the Federal Register, Part III, Environmental Protection Agency 40 CFR Part 763, Asbestos Containing Materials in Schools; Final Rule and Notice, hereby certifies that, no asbestos or asbestos containing materials were used or installed on the above referenced project.

CONTRACTOR:
Address:

BY:

Subscribed and sworn to before me this

_______ day of __________ , 20 ____.

Notary Public:
My Commission Expires:
SECTION 07 9200 - JOINT SEALANTS

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Nonsag gunnable joint sealants.
B. Joint backings and accessories.

1.02 RELATED REQUIREMENTS
A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions: Additional requirements for sealants and primers.

1.03 REFERENCE STANDARDS

1.04 SUBMITTALS
A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
   1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
   2. List of backing materials approved for use with the specific product.
   3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
   4. Substrates the product should not be used on.
   5. Substrates for which use of primer is required.
C. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.

1.05 QUALITY ASSURANCE
A. Field Adhesion Tests of Joints: Test for adhesion using most appropriate method in accordance with ASTM C1521, or other applicable method as recommended by manufacturer.

PART 2 PRODUCTS

2.01 JOINT SEALANT APPLICATIONS
A. Scope:
   1. Interior Joints: Seal open interior joints, whether or not the joint is indicated on the Drawings, unless specifically indicated not to be sealed. Interior joints to be sealed include, but are not limited to, the following items.
      a. Joints between door, window, and other frames and adjacent construction.
   B. Interior Joints: Use non-sag acrylic latex with silicone sealant, unless otherwise indicated.
      2. Joints between Fixtures in Wet Areas and Countertops, Floors, Walls, and Ceilings: Mildew-resistant silicone sealant; clear or match adjacent substrate.

2.02 JOINT SEALANTS - GENERAL
A. Sealants and Primers: Provide products with levels of volatile organic compound (VOC) content as indicated in Section 01 6116.

2.03 NONSAG JOINT SEALANTS
A. Mildew-Resistant Silicone Sealant: ASTM C920, Grade NS, Uses M and A; single component, mildew resistant; not expected to withstand continuous water immersion or traffic.
   1. Manufacturers:
e. Substitutions: See Section 01 6000 - Product Requirements.

B. General Purpose Interior Sealant: Acrylic latex with silicone; ASTM C834, Type OP, Grade NF, single component, paintable.
   2. Manufacturers:
      d. Substitutions: See Section 01 6000 - Product Requirements.

2.04 ACCESSORIES
A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
   1. Closed Cell and Bi-Cellular: 25 to 33 percent larger in diameter than joint width.
B. Masking Tape: Self-adhesive, nonabsorbent, non-staining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.
C. Joint Cleaner: Non-corrosive and non-staining type, type recommended by sealant manufacturer; compatible with joint forming materials.
D. Primers: Type recommended by sealant manufacturer to suit application; non-staining.

PART 3 EXECUTION
3.01 EXAMINATION
A. Verify that joints are ready to receive work.
B. Verify that backing materials are compatible with sealants.
C. Verify that backer rods are of the correct size.

3.02 PREPARATION
A. Remove loose materials and foreign matter that could impair adhesion of sealant.
B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.03 INSTALLATION
A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
B. Perform installation in accordance with ASTM C1193.
C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer.
D. Install bond breaker backing tape where backer rod cannot be used.
E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
F. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.

G. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

END OF SECTION
PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Wall access door and frame units.

PART 2 PRODUCTS

2.01 ACCESS DOORS AND PANELS ASSEMBLIES
   A. Wall-Mounted Units:
      1. Location: As indicated on drawings.
      2. Material: Steel, Factory Primed
      3. Size: 18 inch by 18 inch (457 mm by 457 mm).
      4. Door/Panel: Hinged, standard duty, with tool-operated spring or cam lock and no handle.
      5. Wall Mounting Criteria: Provide surface-mounted face frame and door surface flush with frame surface.

PART 3 EXECUTION

3.01 EXAMINATION
   A. Verify that rough openings are correctly sized and located.
   B. Begin installation only after substrates have been properly prepared, and if the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 PREPARATION
   A. Clean surfaces thoroughly prior to proceeding with this work.
   B. Prepare surfaces using methods recommended by manufacturer for applicable substrates in accordance with project conditions.

3.03 INSTALLATION
   A. Install units in accordance with manufacturer's instructions.
   B. Install frames plumb and level in openings, and secure units rigidly in place.
   C. Position units to provide convenient access to concealed equipment when necessary.
   D. Paint Per Section 099123.

END OF SECTION
SECTION 09 2116 - GYPSUM BOARD ASSEMBLIES

PART 1 GENERAL
1.01 SECTION INCLUDES
   A. Gypsum wallboard.
   B. Joint treatment and accessories.

1.02 REFERENCE STANDARDS
   C. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2014.

1.03 SUBMITTALS
   A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

PART 2 PRODUCTS
2.01 BOARD MATERIALS
   A. Manufacturers - Gypsum-Based Board:
      5. Substitutions: See Section 01 6000 - Product Requirements.
   B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
      1. Application: Use for vertical surfaces, unless otherwise indicated.
      2. Thickness:
         a. Vertical Surfaces: 5/8 inch (16 mm) or as required to match existing gypsum board.

2.02 ACCESSORIES
   A. Beads, Joint Accessories, and Other Trim: ASTM C1047, galvanized steel or rolled zinc, unless noted otherwise.
   B. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.
      1. Tape: 2 inch (50 mm) wide, creased paper tape for joints and corners, except as otherwise indicated.
   C. Finish Materials: Latex-based compound; plain.
   D. Screws for Fastening of Gypsum Panel Products to Cold-Formed Steel Studs Less than 0.033 inch (0.84 mm) in Thickness and Wood Members: ASTM C1002; self-piercing tapping screws, corrosion resistant.

PART 3 EXECUTION
3.01 EXAMINATION
   A. Verify that project conditions are appropriate for work of this section to commence.
3.02 PREPARATION

3.03 BOARD INSTALLATION
   A. Comply with ASTM C840, GA-216, and manufacturer's instructions.
   B. Fire-Rated Construction: Install gypsum board in strict compliance with requirements of assembly listing.
   C. Installation on Metal Framing: Use screws for attachment of gypsum board.

3.04 JOINT TREATMENT
   A. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
      1. Level 4: Walls to receive vinyl wall coverings where existing gypsum board was damaged or repaired and other areas specifically indicated.
   B. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
      1. Feather coats of joint compound so that camber is maximum 1/32 inch (0.8 mm).

3.05 TOLERANCES
   A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet (3 mm in 3 m) in any direction.

END OF SECTION
SECTION 09 6500 - RESILIENT FLOORING AND BASE

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Resilient base.
   B. Installation accessories.

1.02 REFERENCE STANDARDS

1.03 SUBMITTALS
   A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
   B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
   C. Selection Samples: Submit manufacturer's complete set of color samples for Architect's initial selection.
   D. Verification Samples: Submit two samples of actual product in standard full size for each resilient product color and type selected.

1.04 FIELD CONDITIONS
   A. Store materials for not less than 48 hours prior to installation in area of installation at a temperature of 70 degrees F (21 degrees C) to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F (13 degrees C).

PART 2 PRODUCTS

2.01 RESILIENT BASE
   A. Resilient Base: ASTM F1861, Type TS rubber, vulcanized thermoset; top set Style B, Cove.
      1. Manufacturers:
         d. Substitutions: See Section 01 6000 - Product Requirements.
      2. Critical Radiant Flux (CRF): Minimum 0.45 watt per square centimeter, when tested in accordance with ASTM E 648 or NFPA 253.
      3. Height: 4 inch (100 mm).
      4. Thickness: 0.125 inch (3.2 mm).
      5. Finish: Satin.
      8. Accessories: Premolded external corners and internal corners.

2.02 ACCESSORIES
   A. Primers and Adhesives: Waterproof; types recommended by flooring manufacturer.
      1. VOC Content Limits: As specified in Section 01 6116.

PART 3 EXECUTION

3.01 EXAMINATION
   A. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive resilient base.

3.02 PREPARATION
   A. Clean substrate.
   B. Apply primer as required to prevent "bleed-through" or interference with adhesion by substances that cannot be removed.
3.03 INSTALLATION - GENERAL
   A. Starting installation constitutes acceptance of wall conditions.
   B. Install in accordance with manufacturer's written instructions.
   C. Spread only enough adhesive to permit installation of materials before initial set.
   D. Fit joints and butt seams tightly.

3.04 INSTALLATION - RESILIENT BASE
   A. Fit joints tightly and make vertical. Maintain minimum dimension of 36 inches (90 mm) between joints.
   B. Miter internal corners. At external corners, use premolded units. At exposed ends use premolded units.
   C. Install base on solid backing. Bond tightly to wall surfaces.

3.05 CLEANING
   A. Remove excess adhesive from floor, base, and wall surfaces without damage.
   B. Clean in accordance with manufacturer's written instructions.

END OF SECTION
SECTION 09 7200 - WALL COVERINGS

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Surface preparation and prime painting.
   B. Wall covering.
   C. Tackable Wall Surface

1.02 RELATED REQUIREMENTS
   A. Section 09 9123 - Interior Painting: Preparation and priming of substrate surfaces.

1.03 REFERENCE STANDARDS
   A. NFPA 255 (UL 723, CAN S102M) Tunnel Test:
      Class A Rating.
   B. NFPA 286 Corner Burn Test:
      Meets requirements for Flame Spread, Smoke Development and Flashover.
   C. U.L. Labeled and Listed.
   E. ASTM F793/F793M - Standard Classification of Wall Coverings by Use Characteristics; 2015.

1.04 SUBMITTALS
   A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
   B. Product Data: Provide data on wall covering, tac-wall, j-trim and adhesive.
   C. Samples: Submit one samples of wall covering and tac-wall, 8 by 8 inch (203 mm) in size illustrating color, finish, and texture.
   D. Manufacturer's Installation Instructions: Indicate special procedures.
   E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
      1. See Section 01 6000 - Product Requirements, for additional provisions.
      2. Extra Wall Covering Materials: 25 linear feet (8 linear m) of each color and pattern of wall covering; store where directed.
      3. Package and label each roll by manufacturer, color and pattern, and destination room number.

1.05 QUALITY ASSURANCE
   A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years of documented experience.
   B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING
   A. Inspect roll materials at arrival on site, to verify acceptability.
   B. Protect packaged adhesive from temperature cycling and cold temperatures.
   C. Do not store roll goods on end.

1.07 FIELD CONDITIONS
   A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the adhesive or wall covering product manufacturer.
   B. Maintain these conditions 24 hours before, during, and after installation of adhesive and wall covering.
PART 2 PRODUCTS

2.01 WALL COVERINGS
A. General Requirements:
   1. Surface Burning Characteristics: Flame spread/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84.
B. Wall Covering: Fabric-backed vinyl roll stock.
   1. Comply with ASTM F793/F793M, Category V, Type II.
   2. Total Weight: 21.0 oz/sq yd (651 g/sq m).
   3. Roll Width: 53/54 inches (1346/1372 mm).
   6. Pattern: Koroseal; "Traces"
   7. Overcoating: Manufacturer’s standard coating for stain resistance.
   8. Manufacturers:
C. Adhesive: Type recommended by wall covering manufacturer to suit application to substrate.
D. Substrate Filler: As recommended by adhesive and wall covering manufacturers; compatible with substrate.
E. Substrate Primer and Sealer: “Gardz” surface sealer as manufactured by Zinsser.

2.02 TACKABLE WALL SURFACE
A. General Requirements:
   1. Surface Burning Characteristics: Flame Spread/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84.
B. Wall Covering: Self Healing tackable wallcovering
C. Basis of Design: Koroseal, Walltalkers, Tac-Wall
   1. Total Thickness: 1/4", 250 mil
   2. Roll Width: 48"
   3. Color: As selected by owner/architect per manufacturer's full range
D. Adhesive: Type recommended by wallcovering manufacturer to suit application to substrate
E. Termination Trim: Anodized aluminum, clear satin, J-trim provided by wallcovering manufacturer
F. Substrate Primer and Sealer: Alkyd enamel

PART 3 EXECUTION

3.01 INSTALLERS

3.02 EXAMINATION
A. Verify that substrate surfaces are prime painted and ready to receive work, and comply with requirements of wall covering manufacturer.
B. Verify flatness tolerance of surfaces does not vary more than 1/8 inch in 10 feet (3 mm in 3 m) nor vary at a rate greater than 1/16 inch/ft (1.5 mm/300 mm).

3.03 PREPARATION
A. Fill cracks in substrate and smooth irregularities with filler; sand smooth.
B. Wash impervious surfaces with tetra-sodium phosphate, rinse and neutralize; wipe dry.
C. Surface Appurtenances: Remove or mask electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.
D. Surfaces: Correct defects and clean surfaces that affect work of this section. Remove existing coatings that exhibit loose surface defects.
E. Apply one coat of primer sealer to substrate surfaces. Allow to dry. Lightly sand smooth.
F. Vacuum clean surfaces free of loose particles.

3.04 INSTALLATION
A. Apply adhesive and wall covering in accordance with manufacturer's instructions.
B. Apply adhesive to wall covering surface immediately prior to application of wall covering.
C. Use wall covering in roll number sequence.
D. Razor trim edges on flat work table. Do not razor cut on gypsum board surfaces.
E. Apply wall covering smooth, without wrinkles, gaps or overlaps. Eliminate air pockets and ensure full bond to substrate surface.
F. Butt edges tightly.
G. Horizontal seams are not acceptable.
H. Do not seam within 2 inches (50 mm) of internal corners or within 6 inches (150 mm) of external corners.
I. Install wall covering before installation of bases and items attached to or spaced slightly from wall surface.
J. Do not install wall covering more than 1/4 inch (6 mm) below top of resilient base.
K. Cover spaces above and below windows, above doors, in pattern sequence from roll.
L. Where wall covering tucks into reveals, or metal wallboard or plaster stops, apply with contact adhesive within 6 inches (150 mm) of wall covering termination. Ensure full contact bond.
M. Remove excess adhesive while wet from seam before proceeding to next wall covering sheet. Wipe clean with dry cloth.

3.05 CLEANING
A. Clean wall coverings of excess adhesive, dust, dirt, and other contaminants.
B. Reinstall wall plates and accessories removed prior to work of this section.

3.06 PROTECTION
A. Do not permit construction activities at or near finished wall covering areas.

END OF SECTION
SECTION 09 9123 - INTERIOR PAINTING

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Surface preparation.
   B. Field application of paints.
   C. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
   D. Do Not Paint or Finish the Following Items:
      1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
      2. Items indicated to receive other finishes.
      3. Items indicated to remain unfinished.
      4. Fire rating labels, equipment serial number and capacity labels, bar code labels, and operating parts of equipment.
      5. Floors.
      7. Concealed pipes, ducts, and conduits.

1.02 RELATED REQUIREMENTS
   A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions.

1.03 REFERENCE STANDARDS
   B. SSPC-SP 3 - Power Tool Cleaning; 1982 (Ed. 2004).

1.04 SUBMITTALS
   A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
   B. Product Data: Provide complete list of products to be used, with the following information for each:
      1. Manufacturer’s name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
      2. MPI product number (e.g. MPI #47).
      3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
   C. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
      1. See Section 01 6000 - Product Requirements, for additional provisions.
      2. Extra Paint and Finish Materials: 1 gallon (4 L) of each color; store where directed.
      3. Label each container with color in addition to the manufacturer's label.

1.05 QUALITY ASSURANCE
   A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum five years experience.

1.06 DELIVERY, STORAGE, AND HANDLING
   A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
   B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
   C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.
1.07 FIELD CONDITIONS

A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.

B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Provide paints and finishes from the same manufacturer to the greatest extent possible.
   1. Substitution of MPI-approved products by a different manufacturer is preferred over substitution of unapproved products by the same manufacturer.

B. Paints:

C. Substitutions: See Section 01 6000 - Product Requirements.

2.02 PAINTS AND FINISHES - GENERAL

A. Paints and Finishes: Ready mixed, unless intended to be a field-catalyzed paint.
   1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
   2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
   3. Supply each paint material in quantity required to complete entire project's work from a single production run.
   4. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.

B. Volatile Organic Compound (VOC) Content: Comply with Section 01 6116.

C. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.

D. Colors: LCCC Sand.

2.03 PAINT SYSTEMS - INTERIOR

A. Interior Surfaces to be Painted, Unless Otherwise Indicated: Including gypsum board and existing previously painted hollow metal frames.
   1. Two top coats and one coat primer.

B. Medium Duty Door/Trim: For surfaces subject to frequent contact by occupants, including metals:
   1. Medium duty applications include door frames and window frames.
   2. Two top coats over existing paint.
   3. Top Coat(s): Interior Alkyd; MPI #47.
   4. Top Coat Sheen:
      a. Semi-Gloss: MPI gloss level 5; use this sheen at all locations.
   5. Primer: As specified under "PRIMERS" below.

C. Medium Duty Vertical and Overhead: Including existing previously painted gypsum board; not including wall areas to receive vinyl wall coverings.
1. One top coat over existing paint.
2. Top Coat(s): Institutional Low Odor/VOC Interior Latex; MPI #147.
3. Top Coat Sheen:
   a. Semi-Gloss: MPI gloss level 5; use this sheen at walls.
4. Primer: As specified under "PRIMERS" below.

2.04 PRIMERS
A. Primers: Provide the following unless other primer is required or recommended by manufacturer of top coats.
   1. Interior Institutional Low Odor/VOC Primer Sealer; MPI #149, for gypsum board.
   2. Interior sealer, for existing gypsum board, floated gypsum board and/or gypsum board patches prior to installation of Vinyl Wall Coverings.
      a. Products:
         1) Zinsser Gardz Sealer/Primer.
         2) Substitutions: Section 01 6000 - Product Requirements.
   3. Anti-Corrosive Alkyd Primer for Metal; MPI #79, for touch up of factory applied primer.

2.05 ACCESSORY MATERIALS
A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
B. Patching Material: Latex filler.
C. Patching Filler for Metal Surfaces: Modified Alkyd.
   1. Products:
      b. Substitutions: Section 01 6000 - Product Requirements.

PART 3 EXECUTION
3.01 EXAMINATION
A. Do not begin application of paints and finishes until substrates have been properly prepared.
B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.
D. Test shop-applied primer for compatibility with subsequent cover materials.

3.02 PREPARATION
A. Clean surfaces thoroughly and correct defects prior to application.
B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
C. Remove or repair existing paints or finishes that exhibit surface defects.
D. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
E. Seal surfaces that might cause bleed through or staining of topcoat.
F. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.

3.03 APPLICATION
A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
B. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
D. Apply each coat to uniform appearance in thicknesses specified by manufacturer.
E. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.

F. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

G. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 CLEANING
   A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.05 PROTECTION
   A. Protect finishes until completion of project.
   B. Touch-up damaged finishes after Substantial Completion.

END OF SECTION
SECTION 10 2601 - WALL AND CORNER GUARDS

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Corner guards.

1.02 RELATED REQUIREMENTS
A. Section 06 1000 - Rough Carpentry: Blocking for wall and corner guard anchors.
B. Section 09 7200 - Wall Coverings: Terminating wall covering at corner guard.

1.03 REFERENCE STANDARDS

1.04 SUBMITTALS
A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
B. Product Data: Indicate physical dimensions, features, anchorage details, and rough-in measurements.
C. Samples: Submit two sections of bumper rail, 24 inch (600 mm) long, illustrating component design, configuration, color and finish.

PART 2 PRODUCTS

2.01 MANUFACTURERS
A. Wall and Corner Guards:
2. Substitutions: See Section 01 6000 - Product Requirements.

2.02 COMPONENTS
A. Corner Guards - Surface Mounted:
1. Material: High impact vinyl with full height extruded aluminum retainer.
2. Performance: Resist lateral impact force of 100 lbs (445 N) at any point without damage or permanent set.
3. Surface Burning Characteristics: Provide assemblies with flame spread index of 25 or less and smoke developed index of 450 or less, when tested in accordance with ASTM E84.
4. Width of Wings: 2 inches (51 mm).
5. Corner: Square.
7. Length: One piece.
8. Preformed end caps.
B. Mounting Brackets and Attachment Hardware: Appropriate to component and substrate.

2.03 FABRICATION
A. Fabricate components with tight joints, corners and seams.
B. Pre-drill holes for attachment.
C. Form end trim closure by capping and finishing smooth.

PART 3 EXECUTION

3.01 EXAMINATION

3.02 INSTALLATION
A. Install components in accordance with manufacturer's instructions, level and plumb, secured rigidly in position to wall framing members only.
B. Position corner guard 52 inches (1321 mm) above finished floor to 52 inches (1321 mm) high.
C. Coordinate installation of vinyl fabric wall covering with corner guard frame and cover.

3.03 TOLERANCES

A. Maximum Variation From Required Height: 1/4 inch (6 mm).
B. Maximum Variation From Level or Plane For Visible Length: 1/4 inch (6 mm).

END OF SECTION