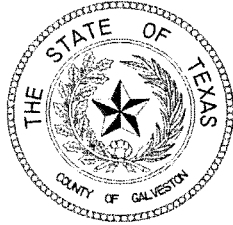


**GALVESTON COUNTY
PURCHASING DEPARTMENT**



REQUEST FOR PROPOSAL

RFP #B211020

**JERRY J. ESMOND JUVENILE JUSTICE CENTER ROOF
REPLACEMENT**

PROPOSAL DUE DATE: 11/30/2020

2:00 P.M. CST

***Rufus Crowder, CPPO, CPPB
Purchasing Agent
Galveston County
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5372***



**REQUEST FOR PROPOSAL
JERRY J. ESMOND JUVENILE JUSTICE CENTER ROOF REPLACEMENT
GALVESTON COUNTY, TEXAS**

Sealed bids in sets of four (4), one (1) unbound original and three (3) copies will be received in the office of the County Purchasing Agent until 2:00 P.M. CST, on Monday, November 30, 2020 and opened immediately in that office in the presence of the Galveston County Auditor and the Purchasing Agent. Sealed bids are to be delivered to Rufus G. Crowder, CPPO CPPB, Galveston County Purchasing Agent at the Galveston County Courthouse, 722 Moody (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, (409) 770-5372. **The time stamp clock located in the Purchasing Agent's office shall serve as the official time keeping piece for this solicitation process. Any bids received after 2:00 P.M. CST on the specified date will be returned unopened.**

Purpose:

Galveston County is seeking a vendor to replace the roof at the Jerry J. Esmond Juvenile Justice Center, located at 6101, Attwater Avenue, Texas City, TX. The existing roof has failed and it has exceeded its useful service life.

All bids must be marked on the outside of the envelope:

RFP #B211020, Jerry J. Esmond Juvenile Justice Center Roof Replacement

Bids name and return address, should be prominently displayed on the bid package for identification purposes.

Bid Specifications can be obtained by visiting the Galveston County website @
<http://www.galvestoncountytexas.gov/pu/Pages/BidListing.aspx>

Bid prices shall be either lump sum or unit prices as shown on the bid sheet, if applicable. The net price will be delivered to Galveston County, including all freight, shipping, and license fees. Galveston County is tax exempt and no taxes should be included in your proposal pricing.

A non-mandatory pre-bid conference and site visit will be held on Monday, November 16, 2020 at 10:00 a.m. at the Jerry J. Esmond Juvenile Justice Center, 6101 Attwater, Texas City, TX 77590

Upon satisfaction of contractual terms (e.g., goods delivered in promised condition, services rendered as agreed, etc.), contractor shall be paid via Galveston County's normal accounts payable process.

Bonding Requirements:

- **PROPOSAL GUARANTEE:** Evidencing its firm commitment to engage in the contract if Proposer is selected for award of contract, each Proposer is required to furnish with their proposal a Cashier's Check, or an acceptable Bidder's Bond, in the amount of five percent (5%) of the total contract price. The Bidder's Bond must be executed with a surety company authorized to do business in the State of Texas. Failure to furnish the bid/proposal guarantee in the proper form and amount, by the time set for opening of bids may be cause or rejection of the proposal.
- **PERFORMANCE AND PAYMENT BONDS:** Successful proposer, before beginning work, shall execute a performance bond and a payment bond, each of which must be in the amount of the contract. The required payment and performance bonds must each be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Office of Rural Community Affairs and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex age or national origin.

The Galveston County Commissioners' Court reserves the right to waive any informality and to reject any and all bids and to accept the bid or bids which, in its opinion, is most advantageous to Galveston County with total respect the governing laws.

All contractors/subcontractors that are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

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GALVESTON COUNTY, TEXAS**

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1. PROPOSAL PACKAGE

*The Request for Proposal, general and special provisions, drawings, specifications/line item details, contract documents, addenda (if any), and the Proposal are all part of the Proposal package. **PROPOSALS must be submitted in sets of four (4), one (1) unbound original, and three (3) copies** on the forms provided by the County if County forms are provided, and shall include the Proposal sheets completed in their entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheets/contract page(s) may disqualify the proposal from being considered by the Commissioners Court. Any individual signing on behalf of the Proposer expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal under the terms and conditions in this request for proposal on behalf of the Proposer and to bind the Proposer to the terms and conditions of this request for proposal and the Proposer's response hereto. Proposer further understands that Proposers' signing of the contract shall be of no effect unless the contract is subsequently awarded by the Commissioners Court and the contract properly executed by the Commissioners Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. If there are discrepancies between unit prices quoted and extensions, the unit price shall prevail. Each Proposer is required to thoroughly review this entire request for proposal package to familiarize themselves with the proposal procedures, the plans and specifications for the requested work, as well as the terms and conditions of the contract the successful Proposer will execute with the County.*

2. PROPOSER'S RESPONSIBILITY

The Proposer must affirmatively demonstrate its responsibility. The Proposer must also meet the following minimum requirements:

- A. have adequate financial resources or the ability to obtain such resources as required;
- B. be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this request for proposal;
- C. have a satisfactory record of performance;
- D. have a satisfactory record of integrity and ethics; and
- E. be otherwise qualified and eligible to receive an award.

3. TIME FOR RECEIVING PROPOSALS

Proposals may be submitted by mail or hand delivery and **must be submitted only to the Galveston County Purchasing Agent**. If by delivery, the Proposer must deliver the Proposal to the reception desk in the County Purchasing Agent's Office. The delivery and mailing instructions for the Galveston County Purchasing Agent are the following:

**Rufus Crowder, CPPO CPPB
Galveston County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550**

Proposals will **not** be accepted by facsimile transmission or by electronic mail (email) unless superseded by instructions within the Special Provisions sections of this solicitation. Proposals must be received by the County Purchasing Agent on or before the deadline for the opening of the proposals. For clarity, mailing date/postmark is **not**

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sufficient – proposals **must be received** by the County Purchasing Agent on or before the deadline. Late proposals will not be accepted and will be returned to the proposer unopened. Proposals received prior to the submission deadline will be maintained unopened until the specified time for opening.

The County Purchasing Agent will accept proposals from 8:00 a.m. to 5:00 p.m. on each business day up to the submission deadline. Business days do not include Saturdays and Sundays, and do not include other days in which the County is closed for business in observance of holidays or for other reasons.

The time-stamp clock within the County Purchasing Agent's Office shall be the official time-clock for the purpose of this solicitation and thus shall be the determinant of whether the proposal was timely received.

The proposer should prominently identify the procurement number and name on the outside of the envelope/ mailing package. A label shall be provided for this purpose and usage of the label is preferred. If the proposer fails to identify the request for proposal number and name on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the solicitation number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a proposal.

If a proposal is not submitted, return this Request for Proposal and state reason (s), otherwise your name may be removed from the Purchasing Agent's mailing list.

4. COMPETITIVENESS, INTEGRITY, INQUIRIES AND QUESTIONS

To prevent biased evaluations and to preserve the competitiveness and integrity of the procurement process, **proposers are to direct all communications regarding this invitation to bid only to the Galveston County Purchasing Agent**, unless otherwise specifically noted.

Do not contact the requesting department. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the proposal of the firm found to be in non-compliance.

All questions regarding this Request for Proposal must be submitted in writing to:

**Rufus Crowder, CPPO CPPB, Purchasing Agent
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7997
E-mail: purchasing.bids@co.galveston.tx.us**

All questions received and the responses thereto will be mailed, emailed, or faxed to all prospective proposers by addendum. No inquiries except clarification of instructions will be addressed by telephone.

Proposer is advised to carefully review this Request for Proposal – it provides specific information necessary to aid participating firms in formulating a thorough response. Proposer's failure to examine all documents shall not entitle the proposer to any relief from the conditions imposing in the Request for Proposal and the resultant contract.

An authorized person from the proposer must sign the proposal. This signatory must be a person from the submitting firm who is duly authorized to tender and sign the proposal on behalf of the proposer and to bind the proposer to the terms and conditions of this Request for Proposal, the proposer's response, and all other terms and conditions of the contract. By this signature, the proposer further acknowledges that the proposer has read the request

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for proposal and proposal documents thoroughly before submitting a proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications detailed herein.

5. PROPOSAL OPENING

The Purchasing Agent shall open the proposals on the date and time specified herein. Only the names of the proposers will be read at the opening. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and that keeps the proposals secret during negotiations. The Purchasing Agent will examine proposals promptly and thoroughly. Upon opening, no proposal may be withdrawn for a period of sixty (60) calendar days after the proposal opening date.

6. WITHDRAWAL OF PROPOSAL/FIRM BID RULE

Proposers may request withdrawal of their sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No proposals may be withdrawn for a period of sixty (60) calendar days after opening of the proposals.

7. COMMISSIONERS COURT

No contract is binding on the County until it is properly placed on the Commissioners Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

Department heads and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County. Only the Commissioners Court acting as a body may enter into a contract on behalf of and contractually bind the County. Additionally, department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being accepted and signed by the County's authorized representative.

8. REJECTION OF PROPOSALS/DISQUALIFICATION

Galveston County, acting through its Commissioners Court, reserves the right to:

- reject any and all proposals in whole or in part received by reason of this request for proposal;
- waive any informality in the proposals received;
- disregard the proposal of any proposer determined to be not responsible;
- disregard the proposal of any proposer determined to have not submitted its proposal timely; and/or
- discontinue its efforts for any reason under this request for proposal package at any time prior to actual execution of contract by the County.

Proposers may be disqualified and rejection of proposals may be recommended to the Commissioners Court for any of (but not limited to) the following causes:

- A. Failure to use the proposal forms furnished by the County, if applicable;
- B. Lack of signature by an authorized representative of proposer;
- C. Failure to properly complete the proposal;
- D. Engaging in communications regarding this procurement during the pendency of this procurement with County officials and/or personnel who are not within the Purchasing Agent's Office;

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- E. Failure to meet the mandatory requirements of this request for proposal; and/or
- F. Evidence of collusion among proposers.

9. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective proposer to review the entire request for proposal packet and to notify the Purchasing Agent if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any protest or question(s) regarding the specifications or proposal procedures must be received in the Purchasing Agent's Office not less than seventy-two (72) hours prior to the time set for proposal opening. Proposers are to submit their proposal as specified herein or propose an approved equal.

10. SUBSTITUTES/DESCRIPTION OF MATERIALS AND EQUIPMENT

Any brand name or manufacturer reference used herein is intended to be descriptive and not restrictive, unless otherwise noted, and is used to indicate the type and quality of material. The term "or equal" if used, identifies commercially produced items that have the essential performance and salient characteristics of the brand name stated in the item description. All supplies, material, or equipment shall be new and of the most suitable grade for the purpose intended. For clarification, "new" includes products containing recovered materials that are EPA-designated items and additionally see Section 63 of these General Provisions on contracts involving federal funds. It is not the County's intent to discriminate against any materials or equipment of equal merit to those specified. However, if proposer desires to use any substitutions, prior written approval must be obtained from the Purchasing Agent and sufficiently in advance such that an addendum may be issued. All material supplied must be one hundred percent (100%) asbestos free. Proposer, by submission of its proposal, certifies that if awarded any portion of this procurement, the proposer will supply only material and equipment that is 100% asbestos free.

11. EXCEPTIONS TO PROPOSAL

The proposer will list on a separate sheet of paper any exceptions to the conditions of this request for proposal. This sheet will be labeled, "Exceptions to Proposal Conditions", and will be attached to the proposal. If no exceptions are stated, it will be understood that all general and special conditions will be complied with, without exception.

The proposer must specify in its proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered.

The County reserves the right to offer these alternatives to other proposers.

12. PRICING

Proposals will be either lump sum or unit prices as shown on the proposal sheet. The net priced items will be delivered to Galveston County, including all freight, shipping, and delivery charges.

Cash discount must be shown on the proposal, otherwise prices will be considered net. Unless prices and all information requested are complete, the proposal may be disregarded and given no consideration.

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the

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price named in the contract of purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

13. PROCUREMENT CARD (P-CARD) PROGRAM

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to a vendor by credit card. This method typically results in substantially faster bill payments, sometimes within three (3) to five (5) days of the actual transaction date. All transaction fees from the card provider are to be paid by the successful contractor. If your company will accept payment via credit card (Visa, MasterCard), please notate this in your Proposal submittal.

14. PASS THROUGH COST ADJUSTMENTS

Except in instances of extreme extenuating circumstances, Contractor prices shall remain firm throughout the contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nationwide rail strike, oil shortage or oil embargo.

In extreme extenuating circumstances, Contractors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Contractor's cost for the Contractor's product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) calendar days. Costs that historically are anticipated to rise over a period of time (for example only, such as wages or insurance costs) do not qualify for pass through. If a Contractor thinks he will be asking for a pass through cost adjustment during the term of the contract, then the original cost of the product to Contractor must be stated in Contractor's original proposal.

A request for a pass through cost does not guarantee that one will be granted. Contractors must submit such information on each request as required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case-by-case basis and if valid submit the request to the Commissioners Court for authorization and determination of the appropriateness of each request as well as amount and duration of increase. Contractors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Contractor as such increase is reflected by the original cost stated in the bid. But in no event will the amount of additional compensation exceed 25% increase in Contractor's original cost for the product as such cost is reflected in Contractor's original proposal or the duration exceed a period of sixty (60) calendar days. In addition should the cost, during the period of the pass through, return to normal or decrease to below pre pass through prices, appropriate downward adjustments shall be made. No more than one pass through adjustment will be permitted per year.

15. MODIFICATION OF PROPOSALS

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. Modification requests must be received by the Purchasing Agent prior to the submission deadline. Modifications made before opening time must be initialed by proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners Court considering of same.

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16. PRE-PROPOSAL CONFERENCE

A pre-proposal conference for the purpose of discussing contract requirements and answering questions of prospective proposers may be conducted in this procurement. A pre-proposal conference may be mandatory or voluntary. If the pre-proposal conference is mandatory, then the County is authorized to condition acceptance of a proposal on compliance with attendance. The Special Provisions of this procurement shall specify if a pre-proposal conference is to be held and shall specify whether the pre-proposal conference is mandatory or voluntary. Regardless of whether the pre-proposal conference is mandatory or voluntary, only a principal, officer, or employee of the proposer may represent the proposer at the pre-proposal conference and no person may represent more than one proposer at the pre-proposal conference.

17. SIGNATURE OF PROPOSALS

Each proposal shall give the complete name of the proposer and the mailing address of the proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each proposal shall include the proposer's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and proposal response sheets may disqualify the proposal from being considered by the County. The person signing on behalf of the proposer expressly affirms that the person is duly authorized to tender the proposal on behalf of the proposer and to sign the proposal sheets and contract under the terms and conditions of this Request for Proposal and to bind the proposer hereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

18. AWARD OF PROPOSALS – EVALUATION CRITERIA AND FACTORS

The award will be made to the responsible proposer whose proposal is determined to be the lowest and best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. **The proposed cost to the County will be considered firm and cannot be altered after the submission deadline, unless the County invokes its right to request a best and final offer.**

“Lowest and best” means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

In determining the lowest and best bid for a contract for the purchase of earth-moving, material-handling, road maintenance, or construction equipment, the Commissioners Court may also consider the information submitted under Section 262.0255 of the Local Government Code; and in determining the lowest and best bid for a contract for the purchase of road construction material, the Commissioners Court may consider the pickup and delivery locations of the bidders and the cost to the county of delivering or hauling the material to be purchased. The Commissioners Court may award contracts for the purchase of road construction material to more than one bidder if each of the selected bidders submits the lowest and best bid for a particular location or type of material.

Each proposer, by submitting a proposal, agrees that if its' proposal is accepted by the Commissioners Court, the proposer will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this proposal, including but not limited to the best and final offer if applicable, and the contract.

The contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the County Purchasing Agent. The contractor will perform all services indicated in the proposal in compliance with this contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County.

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Only the Commissioners Court, acting as a body, may enter into a contract on behalf of the County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being signed by the County's authorized representatives.

The County of Galveston reserves the right to accept proposals on individual items listed, or group items, or on the proposal as a whole; to reject any and all proposals; to waive any informality in the proposals; to disregard proposals that are not submitted timely; to disregard the proposals of proposers determined to be not responsible; and to accept the proposal that appears to be in the best interest of the County. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.

In determining and evaluating the best proposal, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered along with any other relevant items. The Commissioners Court shall be the sole judge in the determination of these matters.

The County reserves the right to reject any or all proposals in whole or in part received by reason of this Request for Proposal and may discontinue its efforts under this Request for Proposal for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County.

A Proposer whose proposal does not meet the mandatory requirements set forth in this request for proposal will be considered non-compliant.

The invitation to submit a proposal which appears in the newspaper, or other authorized advertising mediums, these general provisions, the specifications which follow, the proposal sheets, and any addenda issued are all considered part of the proposal.

Each proposer, by submitting a proposal, agrees that if its proposal is accepted by the Commissioners Court, such proposer will furnish all items and services upon the terms and conditions in this request for proposal and the resultant contract.

Notice of contract award is anticipated to be made within ninety (90) days of opening of proposals to the lowest responsive and responsible contractor, whose proposal complies with all the requirements in the request for proposal.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Section 37, Requirement of and Proof of Insurance, or if different, then as described within the Special Provisions or resultant contract.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Purchase Orders, Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letters of Credit (if required) have been approved by the County of Galveston and the Contractor has received notice to proceed in writing and an executed copy of the contract from the County Purchasing Agent.

19. DISPUTE AFTER AWARD/PROTEST

Any actual or prospective Proposer who is allegedly aggrieved in connection with this procurement or award of a contract resulting therefrom may protest. The protest shall be submitted in writing to the Purchasing Agent within seven (7) calendar days after such aggrieved person knows of or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be

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made to the Commissioners Court through the Purchasing Agent. The decision of the Commissioners Court will be final. The Commissioners Court need not consider protests unless this procedure is followed.

20. PUBLIC INFORMATION ACT (f/k/a Open Records Act)

The proposer acknowledges that the County is a government body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code, and as such is required to release information in accordance with the provisions of the Public Information Act.

If proposer considers any of its submitted information to be proprietary in nature, trade secret, or otherwise confidential, then it must clearly and conspicuously mark such information as proprietary, trade, secret, or confidential. By the submission of its proposal, proposer expressly affirms that it has clearly and conspicuously marked any information within its submission that proposer considers confidential, proprietary, and/or trade secret.

In the event the County receives a request for information under the Public Information Act seeking information that the proposer has marked as confidential, proprietary, and /or trade secret, then the County agrees that it shall provide notice to the proposer of the request for information and the request for decision process under the Public Information Act. Thus, the County will submit the initial correspondence to the Texas Attorney General – however, the burden is and shall be on the proposer to submit correspondence to the Attorney General if the proposer wishes its information to be withheld. Proposer is deemed to have knowledge of the Public Information Act. **By the submission of its proposal, proposer expressly acknowledges that the burden to withhold its' information from public disclosure lays with the proposer;** thus, proposer further acknowledges and agrees that it shall submit comments to the Texas Attorney General in the request for decision process if proposer wishes to have its' information withheld from public disclosure.

21. PROPOSER'S E-MAIL ADDRESSES – CONSENT TO DISCLOSURE

Notwithstanding the foregoing Section 20, proposer acknowledges and agrees that the confidentiality of any and all email addresses proposer uses or discloses in communicating with the County are **open** to the public in accordance with Section 552.137 of the Government Code and proposer consents to the release of its email addresses.

22. RESULTANT CONTRACT

Proposer shall correctly and fully execute the resultant contract first. After this, the contract shall be set for consideration by the Commissioners Court. If the Commissioners Court authorizes the execution of the contract, the resultant contract shall become effective upon the Commissioners Court execution of same, provided that the contract is executed by all parties to the contract. Contract documents shall consist of the contract, the General and Special Provisions, drawings, proposal package (including best and final offer(s) if such is utilized), any addenda issued, and any change orders issued during the work. If applicable to the attached proposal, proposer must sign three (3) original contracts and return all three with their proposal submittal.

Proposer should submit a proposed contract with its proposal or its sample material terms and conditions for review and consideration.

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23. CONTRACT TERM

The term of the resultant contract will begin on the date of full execution or the execution by the Commissioners Court, whichever is later, and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

24. TERMINATION FOR DEFAULT

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case either party may require corrective action within ten (10) business days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) business days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by proposer of the provisions of the contract shall be issued by the County through its Legal Department, and all replies shall be made in writing to the County Legal Department. Notices issued by or issued to anyone other than the County Legal Department shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of proposals or further negotiations. At a minimum, proposer shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees.

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by proposer.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event proposer:

- A. Fails to meet delivery or completion schedules; and/or
- B. Fails to otherwise perform in accordance with the accepted proposal and the contract.

25. TERMINATION FOR CONVENIENCE

County may terminate this contract upon at least thirty (30) calendar days prior written notice for its convenience or for any reason deemed by the County to serve the public interest. As well, County may terminate this contract upon thirty (30) calendar days prior written notice for any reason resulting from any governmental law, order, ordinance, regulation, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by proposer should this contract be terminated early.

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26. FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Force Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

27. ESTIMATED QUANTITIES

Any reference to quantities shown in the request for proposal is an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

28. CONTRACTOR INVESTIGATION

Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. Proposer shall exercise due diligence and is further charged with knowledge of the local, State, and Federal laws, rules, and regulations applicable to this contract. If the proposer receives an award as a result of its proposal submission in this procurement, the proposer's failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation and/or for excused nonperformance.

29. NO COMMITMENT BY COUNTY OF GALVESTON

This request for procurement does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal in response to this request for proposal and does not commit the County of Galveston to procure or contract for services or supplies.

30. PROPOSAL COSTS BORNE BY PROPOSER

Galveston County shall not be liable for any costs incurred by proposer in preparation, production, or submission of a proposal, including but not limited to best and final offer if applicable. As well, Galveston County shall not be liable for any work performed by proposer prior to issuance of fully executed contract and properly issued notice to proceed. Galveston County shall not be liable for any costs incurred by proposer by reason of attending a pre-proposal conference. Galveston County shall not be liable for any costs incurred by proposer by reason of the County invoking use of best and final offers.

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31. BEST AND FINAL OFFERS (BAFO)

In acceptance of proposals, the County reserves the right to negotiate further with one or more of the proposers as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes, but is not limited to, the solicitation of a Best and Final Offer from one or more of the proposers. If a Best and Final Offer is invoked, this allows acceptable proposers the opportunity to amend, change, or supplement their original proposal. Proposers may be contacted in writing by the Purchasing Agent, requesting that they submit their Best and Final Offer. Any such Best and Final Offer must include discussed and negotiated changes.

32. SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to the request for proposal, a detailed cost proposal may be requested of the single proposer. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

33. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this proposal, a written notice of such revision will be provided to all proposers in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees or officials, unless such clarification or change is provided to proposers in a written addendum from the Purchasing Agent. Proposers are advised to inquire prior to the submission deadline as to whether any addenda to this request for proposal have been issued, as the successful proposer will be required to abide by such addenda.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of proposals. Such revisions and amendments, if any, shall be announced by form of addenda. Copies of such addenda (or addendum in the event only one addendum is issued in the procurement) shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's request for proposal list for this material/service or those who have obtained documents from the Purchasing Agent's Office subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of proposals may be postponed by such number of days as in the opinion of the County shall enable prospective contractors to revise their proposals. In any case, the proposal opening shall be at least seven (7) business days after the last revising or amendment addendum and the addendum shall include an announcement of the new date, if applicable, for the opening of proposals.

34. PROPOSAL IDEAS AND CONCEPTS

The County reserves to itself the right to adopt or use for its benefit, any concept, plan, or idea contained in any proposal.

35. PROPOSAL DISCLOSURES

While this procurement is pending, the names of those who submitted proposals will not be made public unless in conformity with the County Purchasing Act. Likewise, no pricing, staffing, or other contents of the proposal information will be released unless in conformity with the County Purchasing Act. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any County employee or official, other than the County Purchasing Agent, regarding whether a proposal was received - violations of this provision may result in the rejection of a proposal.

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36. INDEMNIFICATION

The contractor agrees to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof, arising out of or in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s), in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

37. REQUIREMENT OF AND PROOF OF INSURANCE

The successful proposer shall furnish evidence of insurance to the County Purchasing Agent and shall maintain such insurance as required hereunder or as may be required in the Special Provisions or resultant contract, if different. Contractor shall obtain and thereafter continuously maintain in full force and effect, commercial general liability insurance, including but not limited to bodily injury, property damage, and contractual liability, with combined single limits as listed below or as may be required by State or Federal law, whichever is greater.

- A. For damages arising out of bodily injury to or death of one person in any one accident :
ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.
- B. For damages arising out of bodily injury to or death of two or more persons in any one accident:
THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS.
- C. For any injury to or destruction of property in any one accident :
ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.

Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

Galveston County shall be listed as the additional insured on policy certificates and shall be provided with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to proposer that the contract is being activated as written proof of such insurance and further provided that proposer shall not commence work under this contract until it has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent.

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Proof of renewal/replacement coverage shall be provided prior to the expiration, termination, or cancellation date of any policy and Galveston County shall be named as an additional insured on any such renewal/replacement coverage and a certificate of insurance showing such shall be provided to the Purchasing Agent. Said insurance shall not be cancelled, permitted to expire, or changed without at least thirty (30) days prior written notice to the County.

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Contractor shall require that any and all subcontractors that are not protected under the Contractor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Contractor and provide written proof of such insurance to Contractor. Proof of renewed/replacement coverage shall be provided prior to the expiration, termination, or cancellation date of any policy. Contractor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

Workers' Compensation Insurance: Successful proposer shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all its' employees, including but not limited to full time, part time, and emergency employees employed by the successful proposer. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of receiving notification from the County Purchasing Agent that the contract is being activated. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the proposer.

In no event shall the County be liable for any damage to or destruction of any property belonging to the proposer.

Subrogation Waiver. Proposer and proposer's insurance carrier waive any and all rights to subrogation against Galveston County in regard to any suit or claim arising out of personal injury or property damage resulting from proposer's performance under this agreement.

38. PROPOSAL GUARANTEE

Unless specified differently within the Special Provisions of this procurement, each proposer shall be required to submit a proposal guarantee with its proposal as required within this Section.

Evidencing its firm commitment to engage in contract if proposer is selected for award of contract, each proposer is required to furnish with their bid a cashier's check or an acceptable proposer's bond (generally, a bid bond) in the amount of five percent (5%) of the total contract price. If proposer is using a bond, then the bond must be executed with a surety company authorized to do business in the State of Texas. Failure to furnish the proposal guarantee in the proper form and amount, by the time set for opening of proposals may be cause for rejection of the proposal.

The cashier's check or proposer bond (as applicable) will be returned to each respective unsuccessful proposer(s)

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subsequent to the Commissioners Court award of contract, and shall be returned to the successful proposer upon the completion and submission of all contract documents. Provided however, that the cashier's check or proposer bond will be forfeited to the County as liquidated damages should successful proposer fail to execute the contract within thirty (30) days after receiving notice of the acceptance of its proposal.

39. PERFORMANCE AND PAYMENT BONDS (if required)

Successful proposer, before beginning work, shall execute a performance bond and a payment bond, each of which must be in the amount of the contract. The required payment and performance bonds must each be executed by a corporate surety authorized to write surety bonds in the State of Texas and in accordance with Chapter 3503 of the Insurance Code (codified in 2005 and originally within Section 1, Chapter 87, Acts of the 56th Leg., R.S., 1959, and in Article 7.19-1, Vernon's Texas Insurance Code).

The performance and payment bonds must each clearly and prominently display on the bond or on an attachment to the bond:

- a.) The name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
- b.) The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll free-telephone number.

The performance bond shall be solely for the protection of Galveston County, in the full amount of the contract, and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply labor or material, and in the amount of the contract.

The payment and performance bonds required to be furnished herein must be furnished before the contractor begins work and are a requirement for issuance of a Notice to Proceed. Such bonds must be furnished to the Galveston County Purchasing Agent within thirty (30) calendar days after the date of the full execution of the contract or, if applicable, as required under Chapter 2253, Government Code, whichever is earlier. Contractor's failure to provide the required payment and performance bonds within such time period shall constitute an event of default under this contract. Contractor shall not commence work until all applicable certificates of insurance, performance bonds, and payment bonds have been received and approved by the County Purchasing Agent and the Contractor receives notice to proceed in writing that has been issued by the County Purchasing Agent.

Additionally, if this request for proposal is for the award of a public works contract, then compliance with Chapter 2253 of the Texas Government Code, which is known as the McGregor Act, is mandatory. Performance and payment bonds are required to be furnished in accordance with Chapter 2253 of the Texas Government Code. Proposer should familiarize itself with the entire provisions of Chapter 2253 of the Texas Government Code.

40. PATENT AND COPYRIGHT PROTECTION

The proposer agrees at its sole expense to protect the County from claims involving infringement of patents, copyright, trademark, trade secret, or other intellectual property rights. **Proposer shall indemnify and save harmless the County of Galveston, its officers, employees, and agents, from liability of any nature and kind whatsoever, including without limitation cost and expenses, for or on account of any copyrighted, trademarked, trade secret, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, or other intellectual property rights, including its use by the County.** Proposer also agrees that if

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proposer is awarded this contract, that no work performed hereunder shall be subject to patent, copyright, or other intellectual property by proposer.

41. CONFLICT OF INTEREST DISCLOSURE REPORTING (FORM CIQ)

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). The CIQ Form pertains to business relationship, gift giving and family relationship reporting. If proposer is required to file a CIQ Form, then the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

Business relationship. If proposer has an employment or other business relationship with a local government officer of Galveston County or with a family member of a local government officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

Gift-giving. If proposer has given a local government officer of Galveston County or a family member of a local government officer of Galveston County one or more gifts with an aggregate value of more than one-hundred dollars (\$100.00) during the preceding 12-months, then proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

Family member. For purposes of the business relationship and gift giving reporting requirements, a “family member” means a person related to another person with the first degree of consanguinity or affinity, as described by Subchapter B, Chapter 573, Texas Government Code. Examples of persons within the first degree by consanguinity or affinity include a son, daughter, father, mother, spouse, son-in-law, daughter-in-law, father-in-law, mother-in-law, stepson, stepdaughter, stepmother, and stepfather.

Family relationship. If proposer has a “family relationship” with a local government officer of Galveston County then proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County, regardless of whether proposer has a business relationship or has given gifts to the local government officer or a family member of the local government officer. For this purpose, “family relationship” means proposer is related within the third degree by consanguinity or the second degree by affinity, as those terms are defined under Chapter 573 of the Texas Government Code, to a local government officer of Galveston County. Examples of such relationships include a son, daughter, mother, father, brother, sister, grandchild, great-grandchild, grandparent, great-grandparent, niece, nephew, uncle, aunt, spouse, mother-in-law, father-in-law, daughter-in-law, son-in-law, spouse’s grandchild, spouse’s grandparent, grandparent’s spouse, grandchild’s spouse, stepson, stepdaughter, stepmother, and stepfather.

Proposer must file its original CIQ Form with the Galveston County Clerk. The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

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Again, if proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

For proposer's convenience, a blank CIQ Form is enclosed with this proposal package. Blank CIQ Form(s) may also be obtained by visiting the Purchasing Agent's website – this website is linked from the Galveston County homepage, at <http://www.galvestoncountytexas.gov>.

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if proposer is required to file by the requirements of Chapter 176 of the Local Government Code. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code, and the failure to file may be grounds to void the contract, if proposer is awarded a contract.

If proposer has any questions about compliance with Chapter 176, proposer may wish to consult its' legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

42. DISCLOSURE OF INTERESTED PARTIES/FORM 1295

Under Section 2252.908 of the Government Code, any business entity that enters into a contract with Galveston County that requires the approval of the Commissioners Court must submit a "Disclosure of Interested Parties" to the County prior to the execution of the contract. This form, the "Disclosure of Interested Parties" form was promulgated by the Texas Ethics Commission, and is the "Form 1295". **This procurement is subject to these requirements.**

The Texas Ethics Commission was charged with promulgating rules to implement Section 2252.908 of the Government Code. The rules adopted by the Texas Ethics Commission are located at Sections 46.1, 46.3, and 46.5 of Title 1 of the Texas Administrative Code. Thus, the law covering these requirements is located at Section 2252.908 of the Government Code, and in Title 1, Sections 46.1, 46.3, and 46.5 of the Texas Administrative Code.

The Texas Ethics Commission's website is: www.ethics.state.tx.us. The area of the Texas Ethics Commission website pertaining to Form 1295 is:

www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Form 1295 must be completed electronically through the Texas Ethics Commission website (handwritten forms are not allowable). Once the business entity has completed their electronic filing of Form 1295, then the business entity must print out the electronically completed form, and sign and notarize the Form 1295. Once Form 1295 is signed and notarized, the business entity must submit their completed, signed, and notarized Form 1295 to the Galveston County Purchasing Agent.

Successful Proposer is and shall be subject to these requirements, and no resultant contract may be executed by the Commissioners Court until the completed, signed, and notarized Form 1295 is on file with the County Purchasing Agent.

No portion of the Form 1295 process commits the County to any type of award of contract whatsoever.

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After the Purchasing Agent's Office receives the completed, signed, and notarized Form 1295, the Purchasing Agent's Office will, within 30 days, go the Texas Ethics Commission website to submit electronic confirmation of the County's receipt of the completed, signed, and notarized Form 1295.

43. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS & REQUIREMENT TO REGISTER IN SAM

Proposer certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. Contractor agrees that it shall refund Galveston County for any payments made to Contractor while ineligible. Contractor acknowledges that Contractor's uncured failure to perform under this Agreement, if such should occur, may result in Contractor being debarred from performing additional work for the County, the respecting State Agency administering the grant funding the contract, if applicable, the State, FEMA or HUD (as applicable), and other Federal and State entities. Further, proposer has executed the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters and returned the fully completed and executed original certification with the submission of its proposal. **The truthful and fully completed and executed original of the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters must be included with the submission of proposer's proposal and is a mandatory requirement of this request for proposal. Proposer's failure to include the fully completed and executed original of this Certification shall be considered non-compliance with the requirements of this request for proposal and grounds for the rejection of proposer's proposal.** Proposer shall immediately notify the County Purchasing Agent if it becomes debarred or suspended, placed on the Consolidated List of Debarred Contractors, or in any other way becomes ineligible for award of contract by any Federal agency. This Certification is a material fact relied upon by Galveston County; if it is later determined that the contractor did not comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, in addition to the remedies available to Galveston County and the State agency administering this grant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment of contractor.

If the contract to be awarded pursuant to this procurement involves the use of Federal funds, then proposer must also be registered in the Federal Contractor Registry through the System for Award Management (SAM) to be eligible for award of contract pursuant to this procurement.

Information regarding the SAM is available at:

<http://www.federalcontractorregistry.com/?gclid=CIG1hf2rr8wCFYkCaQoducANZw> or at
<https://www.sam.gov/portal/SAM/#1>.

No contract involving the use of Federal funds may be awarded to any proposer unless and until such registration is current and in good standing under SAM. Successful proposer must maintain SAM registration throughout the entire term of the agreement with the County. If this contract involves the use of Federal funds, then proposer must enclose proof of such SAM registration within its response, which is also a mandatory requirement of this procurement; failure to enclose such proof shall be considered non-compliance with the requirements of this procurement and grounds for the rejection of proposer's response to this procurement (i.e., bid, proposal, or qualifications statement, as applicable).

44. SOVEREIGN IMMUNITY

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

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45. CONTROLLING LAW AND VENUE

Proposer acknowledges and agrees that the contract is and shall be governed and construed by the laws of the State of Texas and that venue shall lie exclusively in a court of competent jurisdiction in Galveston County, Texas.

46. MERGERS, ACQUISITIONS

The Proposer shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted.

If subsequent to the award of any contract resulting from this request for proposal the proposer shall merge or be acquired by another firm, the following documents must be submitted to the County:

- A. Corporate resolutions prepared by the awarded Bidder and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
- B. New entity's Federal Identification Number (FEIN);
- C. New entity's proposed operating plans;
- D. New entity's proof of registration in SAM for contracts involving Federal funds;
- E. New entity's certification regarding debarment;
- F. New entity's certification regarding lobbying; and
- G. W-9 Form for new entity

Moreover, proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as proposer has actual knowledge of the anticipated merger or acquisition. The New Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

47. DELAYS

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Proposer agrees it will make no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by proposer attributed to these delays, should any occur. In addition, proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

48. ACCURACY OF DATA

Information and data provided through this request for proposal are believed to be reasonably accurate.

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49. SUBCONTRACTING/ASSIGNMENT

Proposer shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of the County acting by and through its Commissioners' Court. Such consent, if granted, shall not relieve the proposer of any of its responsibilities under this contract.

50. INDEPENDENT CONTRACTOR

Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which proposer or proposer's subcontractors perform in providing the requirements stated in the request for proposal.

51. MONITORING PERFORMANCE

The County shall have the unfettered right to monitor and audit the proposer's work in every respect. In this regard, the proposer shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the proposer's work and performance under this contract. In the event any such material is not held by the proposer in its original form, a true copy shall be provided.

52. SUBJECT TO APPROPRIATION OF FUNDS

State law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved by the Commissioners Court. Galveston County anticipates this to be an integral part of future budgets to be approved during the periods of this contract, except for unanticipated needs or events which may prevent such payments against this contract. However, Galveston County cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available through appropriation (allocation) by the Commissioners Court. This contract shall not be construed as creating any debt on behalf of the County of Galveston in violation of TEX. CONST. art. XI, § 7, and it is understood that all obligations of Galveston County are subject to the availability of funds.

53. CONTRACTS SUBJECT TO GRANT FUNDING

Notwithstanding the foregoing, if the contract to be awarded by this procurement is funded with Federal or State grant funds, the proposer acknowledges that the obligations of the County under the contract are contingent upon the continued availability of grant funding to meet the County's obligations. If the grant(s) to the County is reduced, de-obligated, or otherwise discontinued or terminated, Contractor agrees that the County may immediately terminate the contract without penalty or any liability whatsoever on the part of the County, the State, or the Federal awarding agency.

54. PROCUREMENT ETHICS

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the

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purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed.

Galveston County also requires ethical conduct from those who do business with the County.

CODE OF ETHICS – Statement of Purchasing Policy:

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of this Article, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein.

General Ethical Standards:

It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that:

- The employee or any member of the employee's family, has a financial interest pertaining to the procurement;
- A business or organization in which the employee or any member of the employee's family, has a financial interest pertaining to the procurement; or
- Any other person, business, or organization with which the employee or any member of the employee's family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities:

It shall be a breach of ethics for any person to offer, give, or agree to give any employee or former employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid pending before this government.

Kickbacks:

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It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or to any person associated therewith, as an inducement for the award of a contract, subcontract or order.

Contract Clause:

The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information:

It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any other person.

Prohibition against Contingent Fees:

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Galveston County contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Failure to abide by this section constitutes a breach of ethical standards.

Representation:

Proposer represents and warrants, by signing and submitting its proposal, that it has not retained anyone in violation of this section prohibiting contingent fees.

Contract Clause:

The representation prescribed above shall be conspicuously set forth in every contract and solicitation thereof.

55. NON-COLLUSION AFFIDAVIT

Proposer certifies, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal or that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor or any other proposer, or to fix any overhead, profit or cost element of the proposal price, or that of any other contractor, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

A blank Non-Collusion Affidavit is included with this proposal packet. Proposer must enclose a truthful and fully executed original Non-Collusion Affidavit with the submission of its proposal. This is a mandatory requirement of this request for proposal. Failure to include the truthfully and fully executed Non-Collusion Affidavit in the submission of its proposal shall be considered non-compliance with the requirements of this request for proposal by the Proposer and grounds for the rejection of Proposer's submission.

No negotiations, decisions, or actions shall be initiated by any company as a result of any verbal discussion with any County employee prior to the opening of responses to this request for proposal.

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or

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financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Galveston contracts for this service.

56. CERTIFICATION REGARDING LOBBYING

Proposer certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder, to any person for influencing or attempting to influence a department or employee of an agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a department or employee of any agency, a member of Congress, a department or employee of congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the bidder shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. Proposer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The truthful and fully completed and executed original of the Certification Regarding Lobbying (included with bid packet) must be included with the submission of proposer's proposal and is a mandatory requirement of this request for proposal. Proposer's failure to include the fully completed and executed or original of this Certification shall be considered non-compliant with the requirements of this request for proposal and grounds for the rejection of the Proposer's proposal. Submission of the certification is a prerequisite for making or entering into a contract with Proposer and is imposed by Section 1352, Title 31, United States Code. Further, any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

57. NON-DISCRIMINATION

- a. **Equal Employment Opportunity:** Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information or veteran status. Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, disability, genetic information or veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices of employment.

Proposer will, in all solicitation or advertisements for employees placed by or on behalf of proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability, genetic information, or veteran status.

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Proposer will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Proposer will include the provisions herein in every subcontract or purchase order unless exempted.

- b. Drug Free Work Place Act: Proposer shall comply with all applicable requirements of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations thereunder.
- c. Americans with Disabilities Act: Proposer shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations thereunder.
- d. OSHA Regulations: Proposer agrees to maintain and to display any applicable materials for its employees in accordance with OSHA regulations.
- e. Compliance with Immigration Laws and Use of E-Verify: Proposer agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Proposer further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Proposer shall not employ unauthorized aliens, and shall not assign services to be performed to any supplier or subcontractor who are unauthorized aliens. If any personnel performing any services hereunder are discovered to be an unauthorized alien, then Proposer will immediately remove such personnel from performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).
- f. State and Federal Law Compliance: Proposer agrees to comply with all other State and Federal laws and regulations applicable to the provision of services under this contract.

58. RECORD RETENTION AND RIGHT TO AUDIT

Proposer shall keep and maintain all records associated with this contract for a minimum of five (5) years from the close of the contract or as required by Federal or State law or regulation, whichever period is longer. If awarded this contract, proposer shall allow the County reasonable access to the records in proposer's possession, custody, or control that the County deems necessary to assist it in auditing the services, costs, and payments provided hereunder. If this contract involves the use of Federal or State funds, then proposer shall also allow reasonable access to representatives of the Office of Inspector General, the General Accounting Office, the State Auditor's Office, and the other Federal and/or State agencies overseeing the funds that such entities deem necessary to facilitate review by such agencies and proposer shall maintain fiscal records and supporting documentation for all expenditures in a manner that conforms with OMB Circular A-87 (relocated to 2 C.F.R. Part 225) and this contract.

59. TITLE VI ASSURANCES/TxDOT

The County is subject to Title VI of the Civil Rights Act of 1964 and the Federal and State laws and regulations of the United States Department of Transportation and Texas Department of Transportation (TxDOT). Pursuant to these requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. The Title VI Assurances within this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

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- (1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- (2) **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- (4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Non-compliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or;
 - (b) cancellation, termination, or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions.** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

60. SECTION 231.006, FAMILY CODE/DELINQUENT CHILD SUPPORT

Pursuant to Title 5, Section 231.006 of the Texas Family Code, as applicable, Proposer certifies that it, including all of its principals, is/are current in child support payments and that it is eligible to receive payments from State funds under a contract for property, materials, or services. Proposer acknowledges and agrees that if it is awarded this contract, then the ensuing agreement may be terminated and payment withheld if this certification is inaccurate. Finally, by the submission of its proposal, the Proposer certifies that it has included the names and social security

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numbers of each person with at least 25% ownership interest in Proposer within its response to the request for proposal and that all such persons are current in child support payments.

61. ANTITRUST

Pursuant to 15 U.S.C. § 1, et seq., and Texas Business and Commerce Code, Chapter 15, Contractor, by the submission of its proposal, certifies that neither Contractor nor any natural person, proprietorship, firm, corporation, partnership, association, or institution represented by Contractor or anyone acting for such natural person, proprietorship, firm, corporation, partnership, association, or institution has violated any Federal or State antitrust laws or communicated the nature of the offer, directly or indirectly, to any competitor or other person engaged in a similar line of business.

62. LABOR STANDARDS

On contracts funded under a federal grant: Proposer acknowledges that the contract to be awarded pursuant to this solicitation is on a grant program funded with Federal funds. Proposer shall comply with the requirements of 29 CFR Part 5 and Part 30 and shall be in conformity with Executive Order 11246, entitled “Equal Employment Opportunity”, Copeland, “Anti-Kickback” Act (40 U.S.C. 3145, 29 C.F.R. Part 3), the Davis-Bacon and Related Acts (40 U.S.C. 3141-3148, 29 C.F.R. Parts 1,3, and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. Proposer is also responsible for ensuring that all subcontractors comply with the requirements of 29 CFR Part 5 and Part 30 and shall be in conformity with Executive Order 11246, entitled “Equal Employment Opportunity”, Copeland “Anti-Kickback” Act, the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement.

63. PROCUREMENT LAWS

- a. Proposer shall comply with all applicable local, State, and Federal laws, rules, and regulations.
- b. If this contract is made pursuant to a federal award, then Contractor acknowledges that the contract is subject, without limitation, to applicable provisions within 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor shall comply with applicable provisions within 2 C.F.R., Sections 200.319 through 200.326, including but not limited to the following:
 - 1.) **Equal Employment Opportunity**, 41 C.F.R. Part 60-1.4(b) (applicable to federally assisted construction contracts).
 - (a) During the performance of this contract, the contractor agrees as follows:
 - (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national original, disability, or veteran status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national original, disability or veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, or veteran status.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.
 - (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to contractor's books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 2.) **Small and minority business, women's business enterprises, and labor surplus area firms (2 C.F.R. § 200.321).** The County is required to take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This includes requiring the prime contractor, if subcontracts are to be let in the performance of this contract, to itself take affirmative steps in letting the subcontract. Accordingly, if subcontracts are to be let in the performance of this contract, the contractor must take affirmative steps in the letting of the subcontract(s), which must include:
- (a) placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (b) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (c) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; and
 - (d) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

In accordance with FEMA procurement guidance:

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A small business is a business that is independently owned and operated, not dominant in the field of operation in which it is bidding on Galveston County contracts, and qualified as a small business under the Small Business Administration criteria and size standards at 13 C.F.R. Part 121.

A women's business enterprise is a business enterprise that is: (a) at least 51 percent owned by one or more women or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women; and (b) whose management and daily operations are controlled by one or more women.

A minority business is a business that is (a) at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority group members; and (b) whose management and daily operations are controlled by one or more minority group members.

- 3.) **Davis-Bacon Act as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by the Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity (the County) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be condition upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contract must also include a provision for compliance with the Copeland Anti-Kickback Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- 4.) **Compliance with the Copeland "Anti-Kickback" Act.** Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which the person is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. "Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title [Title 18, U.S.C.] or imprisoned not more than five years, or both." 18 U.S.C. § 874.
 - (a) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
 - (b) The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal awarding agency may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - (c) Breach. A breach of the contract clause above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- 5.) **Contract Work Hours and Safety Standards Act.**
 - (a) Where applicable, all contracts awarded by the County in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as

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supplemented by the Department of Labor regulations at 29 C.F.R. Part 5. Under 40 U.S.C. § 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.S. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or material or articles ordinarily available on the open market, or contractors for transportation or transmission of intelligence.

(b) Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this subsection the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this subsection, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this subsection.
- (3) Withholding for unpaid wages and liquidated damages. The awarding Federal agency, State agency, or the County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this subsection.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this subsection and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this subsection.

6.) Rights to Inventions Made Under a Contractor Agreement.

- (a) If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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- (b) Stafford Act Disaster Grants. This requirement does not apply to Public Assistance, Hazard Mitigation Grant Program, Crisis Counseling Assistance and Training Grant program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
 - (c) The regulations and 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- 7.) **Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act 933 U.S.C. §§ 1251-1387), as amended.**
- (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq., and agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Contract Act, as amended, 33 U.S.C. § 1251, et seq.
 - (b) The contractor agrees to report each violation of the Clean Air Act and/or the Federal Water Pollution Control Act to the Federal awarding agency, the State agency administering the grant, and the Regional Office of the Environmental Protection Agency (EPA) and understands and agrees that the Federal awarding agency, the State agency, and the EPA will, in turn, report each violation as required to assure notification to Galveston County, the Federal Emergency Management Agency, and the appropriate EPA Regional Office.
- 8.) **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 and 12689. The Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C, and 2 C.F.R. Part 3000, Subpart C, while this offer is valid and through the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9.) **Procurement of Recovered Materials.**

- (a.) A non-Federal entity that is a State agency or agency of a political subdivision of the State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Public Law No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962).
- (b.) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (2) Meeting contract performance requirements; or

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
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(3) At a reasonable price.

(c) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <https://www.epa.gov/cpg/products.htm>.

In the event of any discrepancy between the provisions in this Section 63 of General Provisions and provisions on the same subject elsewhere within this procurement, the most stringent shall control.

64. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners Court.

65. NOTICE

All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or at such other address as may have been previously given in writing to the parties (proposer shall provide its notice information with its proposal submission). If mailed, the notice shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, duly certified, return receipt requested, with proper postage affixed. If delivered in person, notice shall be deemed delivered when received for by, or actually received by, the receiving Party. If transmitted by facsimile, notice shall be deemed delivered when receipt of such transmission is acknowledged.

To the County at:

Hon. Mark Henry,
County Judge of Galveston County
722 Moody (21st Street), Second (2nd) Floor
Galveston, Texas 77550
Fax: (409) 765-2653

With copies to:

Rufus Crowder, CPPO CPPB,
Galveston County Purchasing Agent
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7997

To the Contractor at:

(Proposer to provide its contact name, address, and facsimile number for notice under the contract.)

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GALVESTON COUNTY, TEXAS**

66. USE OF DHS SEAL, LOGO, AND FLAGS PROHIBITED WITHOUT PRIOR APPROVAL

Contractor must obtain permission from the U.S. Department of Homeland Security financial assistance office (DHS FAO) prior to using DHS seals(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard Officials.

67. FEDERAL GOVERNMENT NOT A PARTY

Contractor acknowledges that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to Galveston County, contractor, or any other party pertaining to any matter resulting from the contract.

68. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

In contracts funded through Federal grants, Contractor acknowledges that 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements (31 U.S.C. § 3801, et seq.) and the implementing regulations thereunder, 49 C.F.R. Part 79, apply to Contractors actions pertaining to the contract.

69. LEAD AND ASBESTOS

If this request for proposal involves remediation, demolition, reconstruction, rehabilitation, repair, or construction, or other applicable activities, the Contractor shall be responsible for performing investigations of lead and asbestos containing materials, and any required lead and asbestos abatement in compliance with Federal, State, and local laws, rules, regulations, ordinances and orders, relating to lead abatement and asbestos abatement as applicable, including but not limited to the Texas Asbestos Health Protection Act, codified as Chapter 1954 of the Occupations Code; the Texas Asbestos Health Protection Regulations, located at Title 25, Part 1, Chapter 295, Subchapter C of the Texas Administrative Code; Chapter 1955 of the Texas Occupations Code (lead-based paint abatement); the Texas Environmental Lead Reduction regulations, located at Title 25, Part 1, Chapter 295, Subchapter I of the Texas Administrative Code; the federal National Emission Standards for Asbestos regulations, located at Title 40, Part 61, Subpart M of the Code of Federal Regulations, and the National Emission Standards for Hazardous Air Pollutants. Contractor shall perform such inspections, encapsulation, remediation or other actions as required by federal, State, or local requirements in accordance with the federal Environmental Protection Agency (EPA), Texas Department of State Health Services (TXDHS), and Texas Commission on Environmental Quality (TCEQ) requirements.

70. ACKNOWLEDGMENT OF GOVERNMENT RECORD

Proposer acknowledges that its submission in this Request for Proposals, including its Proposal, certifications, affidavits, Vendor Forms (i.e., PEID, W-9, CIQ, etc.) constitutes government records under Chapter 37 of the Texas Penal Code.

71. COMPLIANCE WITH GALVESTON COUNTY PURCHASING POLICIES AND PROCEDURES

Proposer acknowledges, by its submission in this Request for Proposals, that it shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Galveston County Commissioners Court on March 7, 2018.

End of General Provisions Section

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**SPECIAL PROVISIONS
JERRY J. ESMOND JUVENILE JUSTICE CENTER ROOF REPLACEMENT
GALVESTON COUNTY, TEXAS**

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**REQUEST FOR PROPOSALS
JERRY J. ESMOND JUVENILE JUSTICE CENTER ROOF REPLACEMENT
SPECIAL PROVISIONS**

The Special Provisions and the General Provisions of this Request for Proposal and the Exhibits attached hereto are made a part of the agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

A. PURPOSE:

Galveston County issues this *competitive sealed proposal* in an effort to acquire a general contractor to perform construction services to include a new roof for the below listed building.

**Jerry J. Esmond Juvenile Justice Center
6101 Attwater
Texas City, TX 77590**

B. DEFINITIONS (As mentioned in FAR Subpart 52.2—Text of Provisions and Clauses)

52.202-1 Definitions.

Definitions (Nov 2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless—

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures

C. BID/PROPOSAL SURETY:

A 5% surety bond *is a requirement of this solicitation.*

D. PERFORMANCE AND PAYMENT BONDS

100% Performance and Payment Bonds *are a requirement of this solicitation.*

E. BEST AND FINAL OFFERS (BAFO):

The Best and Final Offer process *is applicable to this solicitation.*

F. DAVIS-BACON WAGE RATES

Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Office of Rural Community Affairs and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex age or national origin.

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G. PROCUREMENT TIMELINE:

A timeline for this RFP and initial process is included below. Galveston County reserves the right to amend these dates and will notify proposers of any changes via an addendum:

Advertise RFP (first date of publication)	Thursday, November 5, 2020
Advertise RFP (second date of publication)	Thursday, November 12, 2020
Pre-Proposal Meeting/Site Visit	Monday, November 16, 2020 at 11:00 a.m.
Deadline for Questions & Inquiries	Thursday, November 19, 2020 by 5:00 p.m.
Proposals due from proposers/RFP Opening	Monday, November 30, 2020 at 2:00 p.m.

H. SUBMISSION INSTRUCTIONS:

One (1) unbound original and three (3) copies must be submitted no later than **2:00 P.M. CST**, on **Monday, November 30, 2020**:

**Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston
722 Moody Avenue (21st Street), Fifth (5th) Floor
Galveston, TX 77550**

The time stamp clock located in the Purchasing Agent's office shall serve as the official time keeping piece for this solicitation process. Any proposals received after **2:00 P.M. CST** on the specified date will be returned unopened.

Proposal Specifications can be obtained at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County website @ <http://www.galvestoncountytexas.gov/pu/Pages/BidListing.aspx>

I. PRE-PROPOSAL CONFERENCE/SITE VISIT:

A non-mandatory pre-proposal conference and site visit will be held on **Monday, November 16, 2020 at 11:00 a.m.** at the Jerry J. Esmond Juvenile Justice Center, 6101 Attwater, Texas City, TX 77590.

J. TYPE OF CONTRACT:

It is the intent of this solicitation to enter into a contract that meets federal guidelines. It is imperative that all responders seeking a contract under this RFP solicitation effort must familiarize and adhere to the procurement standards as referenced in 2 C.F.R. Part 200, Sections 200.317-200.326, and Appendix II, 2 C.F.R. Part 200. Sections 200.317-200.326 and Appendix II are attached hereto as **Exhibit A**.

The resultant contract consists of the following documents: Request for Proposal, General Provisions, Special Provisions, General Terms and Conditions (including specifications, drawings, and addenda), Responder's response, Proposal Sheets, contract award, and any other documents referenced herein or attached hereto for the work.

In an effort to satisfy cost reasonableness responsibilities, the County of Galveston reserves the right to obtain additional quotes and current pricing information from the successful contractor and other contractors to perform the work as stated per the specification listed herein and in the resultant contract.

**REQUEST FOR PROPOSALS
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SPECIAL PROVISIONS**

The solicited results may be used by the County to determine if the contract extensions or amendments will be considered or other service options be utilized.

K. COLLATERAL CONTRACT:

The County reserves the right to provide by separate contract or otherwise, in such manner as not to delay its programs or damage said Contractor, all labor and material essential to the completion of the work that is not included in this contract.

L. AWARD PRICE:

Award prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the County, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the County its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work.

M. INVOICES AND PAYMENT:

Invoices for services rendered under this contract shall be prepared monthly and rendered for payment to the County of Galveston's Auditing Department in the month following the month within which the services were received. All invoices must have a Purchase Order Number listed on the invoice to be prepared properly processed. The County Auditor's address is as follows:

**Galveston County Auditing Department
Attn: Accounts Payable
P.O. box 1418
Galveston, Texas 77553**

N. PERSONNEL TO CONTACT REGARDING THIS SOLICITATION:

Proposers desiring an explanation or interpretation relative to this solicitation must request it in writing. Oral explanations or instructions will not be binding. Any information given to a Proposer, which in the opinion of the County affects all responders or would be prejudicial to other proposers if not communicated, shall be furnished to all proposers as an addendum to the solicitation. Proposers **must** direct all inquiries to the following:

**Rufus G. Crowder, CPPO CPPB
Purchasing Agent
722 21st Street (Moody), 5th Floor
Galveston, Texas 77550
E-mail: purchasing.bids@co.galveston.tx.us**

Proposers must e-mail their inquiries (with the subject line "Jerry J. Esmond Juvenile Justice Center Roof Replacement– RFP #B211020 – Questions") for additional information and/or clarification to the address listed above. The request must include the Proposer's name and the RFP number and title. ***Any request for additional information or clarification must be received in writing no later than seven (7) calendar days prior to the proposals due date.*** Late requests or those not delivered to the proper address

REQUEST FOR PROPOSALS
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SPECIAL PROVISIONS

may not receive a reply. Proposers shall not attempt to contact the County by any other means. The Purchasing Agent's Office shall post the answers to the County website from the procurement web page and via addendum.

The County will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the Proposal Submission Date. The County, at its sole discretion, may not issue a response to a RFI submittal. Proposers should not rely on any oral or written representations, statements, or explanations, other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any issued addenda, the last addendum issued will prevail. Addenda will be posted and made available on the County's procurement web page. It is Proposer's sole responsibility to ensure receipt of all addenda prior to submitting its proposal. All Proposers should check the County's procurement web page for all addenda prior to submitting a response. The County's procurement web page is located at www.galvestoncountytexas.gov/pu/Pages/BidListing.aspx.

The Proposer must acknowledge the receipt of all addenda on the forms provided. In the event a Proposer fails to acknowledge receipt of such addenda, the County may, at its sole discretion, determine that such failure to acknowledge any or all addenda does not materially affect the Proposal and waive the acknowledgement of one or more addenda.

Proposers who submit inquiries *after* the deadline date for receipt of questions indicated on the Procurement Timeline, risk that its response in the procurement will not be responsive or competitive because the County is not able to respond before the proposal receipt date or in sufficient time for the Proposer to prepare a responsive or competitive submittal.

O. PROGRAM ADMINISTRATION:

The County's Facilities Department has a designated Program Administrator that will manage the work to be performed under the resultant contract, who for the purpose of this RFP are:

Will Riordan
Facilities Director
722 Moody, 6th Floor
Galveston, TX 77550

The Galveston County Commissioners Court, and/or authorized designees will be responsible for negotiating with the successful Vendor the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies. Amendments will also be brought to Galveston County Commissioners Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract, and that pricing meets the agreed upon pricing methodology as specified in the contract, and that funds are available.

P. SCOPE OF WORK

All proposers are to reference the **Technical Specifications Section** of this document for a detailed Scope of Work.

**REQUEST FOR PROPOSALS
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SPECIAL PROVISIONS**

Q. LABOR

Contractor is encouraged to use local labor, but not at the expense of poor workmanship and higher cost. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Contractor agrees to post in a conspicuous place a notice setting forth provisions of this non-discrimination clause.

R. SITE VISITS

*It is imperative that prospective bidders visit the site to aid in providing a responsive proposal. **Escorted access is required.** Prospective proposers can contact the Program Administrator for access to the facility for inspection.*

S. SAFETY

All prospective bidders will need to provide their OSHA 300 logs for the past three (3) years, display work crew safety training logs and safety policies and procedures for RFP committee purview. Safety is a primary concern of the county and the awardee will be required to follow all relevant OSHA Code of Federal Regulations regarding workplace safety. Violations of safety protocol will be addressed by the County Risk Manager and could lead to construction delays and possible termination of the contract.

T. CONSULTATION

Upon completion of site visit and inspection the bidder should provide information regarding the most advantageous methodology, solution, services, supplies, delivery and counsel in order to insure successful completion of this project. The ability of the bidder to inform and consult on the conditions of the equipment as well as work plan, starting, and finishing time will be heavily weighed and considered by the RFP evaluation committee.

U. INSURANCE

Respondent must submit, with its response, a current certificate of insurance evidencing coverage in the amounts specified below or greater. In lieu of submitting a certificate of insurance, Respondents may submit a notarized statement from an insurance company authorized to conduct business in the State of Texas guaranteeing that Respondent has such insurance. Provided however, that successful Respondent(s) shall be required to provide a current certificate of insurance to the Galveston County Purchasing Agent's Office before Respondent commences any work hereunder. **Insurance shall be placed with insurers having an A.M. Best's rating of no less than A.** Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

Galveston County shall be listed as an additional insured on each policy and all certificates of insurance and Contractor shall provide Galveston County with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) calendar days of the execution of this Agreement as written proof of such insurance and further provided that Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent.

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Failure to provide such evidence of insurance within the ten (10) calendar day period shall constitute an event of default.

Workers' Compensation Insurance. Respondent shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all its employees, including but not limited to full time, part time, and emergency employees employed by the Contractor.

Commercial General Liability. Respondent shall carry in full force commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. The Policy shall, minimally, cover liability for bodily injury, personal injury, and property damage.

Business Automobile Liability. Respondent shall carry in full force business automobile liability coverage with a combined bodily injury/property damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

Professional Liability. Respondent shall carry in full force professional liability insurance with limits of not less than \$1,000,000.00.

V. EVALUATION CRITERIA AND AWARD

The award(s) will be made to the responsible proposer(s) whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. In awarding the contract, the Evaluation Committee may take into consideration the proposer's skill, capacity, experience, support capabilities, previous work/safety record, costs, the necessity of prompt and efficient completion of work described in the proposal documents, or other factors considered relevant.

The requested services will be awarded primarily based on the evaluation criteria listed below as well as complying with the provisions as stated on pages 6-7 of the General Provisions, Item 18, Award of Proposals – Evaluation Criteria and Factors.

METHODOLOGY – 35%

The following shall apply to this section:

- Ability of contractor to provide the most advantageous methodology, solution, services, and delivery as requested herein;
- The ability of the proposer to satisfy the detailed requirements outlined in this RFP;
- The ability of the proposer to satisfy the construction objectives outlined in this RFP;
- Completeness of work plan and ability to meet the goal of substantially completing the requested project within the requested or reasonably stated time frame.

COST – 35%

The Proposer shall provide pricing information relative to providing the proposed solution/system, services, and supplies as outlined herein. Included in the cost evaluation will be the total initial costs and on-going costs to the County;

RFP #B211020
OPEN: 11/30/2020
TIME: 2:00 P.M.

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REFERENCES, QUALIFICATIONS, AND EXPERIENCE – 15%

The proposer shall provide references and information describing the make-up and experience of the company personnel providing the construction services.

SAFETY PLAN / SAFETY RECORD / EMR – 15%

The proposer shall include company adopted documentation outlining the procedures, rules, and regulations that are or will be put in place to protect workers over the course of the construction project. The proposer shall submit information with regard to their EMR (experience modification rate) as it applies to this request.

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SPECIAL PROVISIONS**

SPECIAL PROVISIONS FOR CONSTRUCTION

1. Contract and Contract Documents

(a) The project to be constructed pursuant to this contract will be financed with assistance from FEMA and is subject to all applicable Federal and State laws and regulations.

(b) The Plans, Specifications and Addenda, General Provisions shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

2. Definitions

Whenever used in any of the contract Documents, the following meanings shall be given to the terms here in defined:

- (a) The term "Contract" means the Contract executed between the County of Galveston, hereinafter called the Owner, and _____, hereinafter called Contractor, of which these GENERAL CONDITIONS, form a part.
- (b) The term "Project Area" means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- (c) The term "Engineer" means Page Sutherland Page, Inc. Engineer in charge, serving the Owner with architectural or engineering services, his successor, or any other person or persons, employed by the Owner for the purpose of directing or having in charge the work embraced in this Contract.
- (d) The term "Contract Documents" means and shall include the following: Invitation to Bid, , Signed Copy of Bid, General Conditions, Special Provisions For Construction, Acknowledgement and Certification Regarding Debarment, Non-Collusion Affidavit, Vendor Qualification Packet, Payment and Performance Bonds, Contract Award, Addenda (if any), Technical Specifications, and Drawings (as listed in the Schedule of Drawings).
- (e) The term "Substantially Complete" shall mean that the work is fully completed with the exception of minor miscellaneous work and adjustments.

3. Supervision by Contractor

- (a) Except where the Contractor is an individual and gives his personal supervision to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

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- (b) The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

4. Subcontracts

- (a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has verified the subcontractor as eligible to participate in federally funded contracts.
- (b) No proposed subcontractor shall be disapproved by the city/county except for cause.
- (c) The Contractor shall be as fully responsible to the city/county for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.
- (d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract.
- (e) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.

5. Fitting and Coordination of Work

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

6. Payments to Contractor

- (a) Partial Payments
- 1) The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) Five percent (5%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.
- 2) Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

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(b) Final Payment

- 1) After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.
- 2) The Owner before paying the final estimate, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems it necessary in order to protect its interest. The Owner may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.
- 3) Any amount due the Owner under Liquidated Damages shall be deducted from the final payment due the contractor.

(c) Payments Subject to Submission of Certificates

Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors.

(d) Withholding Payments

The Owner may withhold from any payment due the Contractor whatever is deemed necessary to protect the Owner, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

7. Changes in the Work

- (a) The Owner may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.
- (b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or

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materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

- (c) If applicable unit prices are contained in the Agreement, the Owner may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).
- (d) Each change order shall include in its final form:
 - 1) A detailed description of the change in the work.
 - 2) The Contractor's proposal (if any) or a confirmed copy thereof.
 - 3) A definite statement as to the resulting change in the contract price and/or time.
 - 4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
 - 5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

8. Estimated Quantities

This Contract, including the specifications, plans and estimates, is intended to show clearly all the work to be done and material to be furnished hereunder. The estimated quantities of the various classes of work to be done and material to be furnished under this contract are approximate and are to be used as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that the basis for payment under this contract shall be the plan quantity or actual amount of such work done whichever is specified. It is further understood that the County does not guarantee any minimum amount of work under this Contract.

Contractor agrees that it will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposals.

9. Claims for Extra Cost

- (a) If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

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- (b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- (c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.
- (d) If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

10. Time

The Contractor is advised that time for completion will consist of the number of calendar days set out in the Contract Award. The time for completion will begin to run on the day after the issuance of a notice to proceed by the County. The Contractor is required to start work no later than ten (10) working days after the issuance of the written notice to proceed. Failure to timely commence operations may be deemed by the County to be a default. The Contractor will complete the work at that site within the time period specified. If there is more than one site listed on the notice to proceed, work for all sites must be completed not later than is specified for each site.

11. Termination, Delays, and Liquidated Damages

- (a) Right of the Owner to Terminate Contract.

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract.

The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the Owner for any excess cost incurred. In such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and therefore necessary.

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(b) Liquidated Damages for Delays.

Contractor agrees that time is of the essence of this contract and that for each day of a delay of a day beyond the number of working days or calendar days herein agreed upon the completion of the work herein specified and contracted for (after due allowance for such extension of time as is provided for under Extension of Time hereinabove) County may withhold permanently from Contractor's total compensation the sum of \$1,000.00 for each calendar day of delay, until the work is completed, as liquidated damages for such delay. The Contractor and his sureties shall be liable to the Owner for the amount thereof.

(c) Excusable Delays.

- 1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:
 - a. Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
 - b. Any acts of the Owner;
 - c. Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.
- 2) Provided, however, that the Contractor promptly notifies the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

12. Assignment or Novation

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Owner; provided, however, that assignments to banks or other financial institutions may be made without the consent of the Owner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

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13. Disputes

- (a) All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the Owner for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Owner.
- (b) The Contractor shall submit in detail his claim and his proof thereof.
- (c) If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest.

14. Technical Specifications and Drawings

Anything mentioned in the Technical Specifications and not shown on the Drawings, or vice versa, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Owner, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

15. Shop Drawings

- (a) All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.
- (b) Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- (c) If a shop drawing is in accordance with the contract or involves only a minor adjustment in the interest of the owner not involving a change in contract price or time; the engineer may approve the drawing. The approval shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing.

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16. Requests for Supplementary Information

It shall be the responsibility of the Contractor to make timely requests of the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

17. Materials and Workmanship

- (a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- (b) The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.
- (c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- (d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.
- (e) The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate.

18. Samples, Certificates and Tests

- (a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

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- (b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
- (c) Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- (d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
 - 1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
 - 2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
 - 3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
 - 4) The Owner will pay all other expenses.

19. Permits and Codes

- (a) The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Owner. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the Owner will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.
- (b) Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written

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waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the Owner.

- (c) The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- (d) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.
- (e) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.
- (f) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the Owner, shall moisten the bank and surrounding area to prevent a dusty condition.

20. Care of Work

- (a) The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- (b) The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.
- (c) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner.
- (d) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- (e) The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner from any damages on account of settlements or the loss of lateral support of adjoining

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property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

21. Accident Prevention

- (a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- (b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.
- (c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.
- (d) The Contractor shall indemnify and save harmless the Owner from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.
- (e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.
- (f) The contractor shall at all times conduct his work in such a manner as to insure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the Owner, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the Owner at the expense of the Contractor.

22. Sanitary Facilities

The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

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23. Use of Premises

- (a) The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the Owner, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.
- (b) The Contractor shall comply with all reasonable instructions of the Owner and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

24. Removal of Debris, Cleaning, Etc.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear.

Upon completion of the work, contractor shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

25. Inspection

- (a) All materials and workmanship shall be subject to inspection, examination, or test by the Owner and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The Owner shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected.
Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Owner may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.
- (b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the Owner will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.
- (c) The Contractor shall notify the Owner sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner, the Contractor shall uncover for inspection and recover such facilities at his own expense, when so requested by the Owner.
- (d) Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such

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work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

- (e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- (f) Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Owner or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

26. Review by Owner

The Owner and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through its authorized representatives or agents.

27. Final Inspection

When the Improvements included in this Contract are substantially completed, the Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The Owner will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

28. Deduction for Uncorrected Work

If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute, as herein provided.

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29. Warranty of Title

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed by him to the Owner free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

30. Warranty of Workmanship and Materials

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work.

31. Job Offices

- (a) The Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Owner shall be consulted with regard to locations.
- (b) Upon completion of the improvements, or as directed by the Owner, the Contractors shall remove all such temporary structures and facilities from the site and leave the site of the work in the condition required by the contract.

32. Partial Use of Site Improvements

The Owner may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

- (a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

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- (b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- (c) The period of guarantee stipulated in the Section 29 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

33. Contract Period

The work to be performed under this contract shall commence within the time stipulated by the Owner in the Notice to Proceed and shall be fully completed within 365 calendar days thereafter.

34. Keeping of Plans and Specifications Accessible

The Contractor shall keep one (1) copy of all Plans and Specifications constantly accessible at the work site and available for inspection at all times.

35. Utilities

Contractor shall be responsible for any charges which may be made by any city or utility companies for the work to be performed by Contractor.

36. Parking

Contractor shall be responsible for the expense of parking the Contractor's vehicle(s) in a legal manner and at no expense or inconvenience to the County.

37. Fire and Safety

Contractor is completely responsible for fire protection at the job site as well as the safety of its own employees as well as those entering onto the job site.

38. Contractor's Buildings

The building of structures for housing men, or the erection of tents or other forms of protection will be permitted only at such places as the County shall permit, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in the manner satisfactory to the County.

39. Worksite Security

Contractor shall maintain the security of the worksite.

Contractor shall provide adequate protection to persons on the worksite, adjacent properties, and utilities as is necessary to keep each free of damage or injury. Contractor shall furnish all barricades, warning lights

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and other safety devices necessary for the safety and protection of the public and shall remove them upon completion of the work performed on those premises under the terms of this contract.

Contractor will have complete control over the work site and shall be fully responsible for any loss of or damage to any County property from any cause and will reimburse County in the event of any loss or damage to County's property from any cause.

Contractor shall take proper means to protect adjacent or adjoining properties which might be injured or seriously affected by construction undertaken under this Agreement from any damage or injury by reason of said process of construction. Contractor shall be liable for any and all claims for such damage on account of its failure to fully protect all adjoining properties.

40. Final Grading

If grading is required, when work is complete, Contractor shall grade the site to fill in holes and make a presentable appearance without disturbing trees and add fill dirt if needed. Contractor may not leave voids in the grading and compaction of the property. The land shall have a smooth appearance without concrete, bricks, building materials, and other debris on the surface.

41. Changes and Alterations

Contractor further agrees that County may make such changes and alterations as County may see fit, in the line, grade, form dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the contract construction, without affecting the validity of this Contract and the accompanying bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with. If they increase the amount of the work, and the increased work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price established for such work under this contract; otherwise such additional work shall be paid for as provided under the paragraph entitled "EXTRA WORK". In case the County shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then County shall recompense Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the work as originally planned.

42. Extra Work

The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the County to be done by Contractor to accomplish any change, alteration or addition to the work shown in the plans and specifications.

It is agreed that Contractor shall perform all Extra Work under the direction of the County when presented with a Written Work Order signed by the County. It is also agreed that the compensation to be paid Contractor for performing said Extra Work shall be determined by one or more of the following methods:

Method (a) - By agreed unit prices; or

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Method (b) - By agreed lump sum: or

Method (c) - If Neither Method (a) nor Method (b) can be agreed upon before the Extra Work is commenced, then Contractor shall be paid the "Actual field cost" of the work plus fifteen (15) percent.

In the event said Extra Work be performed and paid for under Method (c), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foremen, timekeepers, merchants, and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment for time actually employed or used on such Extra Work plus actual transportation charges necessarily incurred, if the kind of equipment or machinery is not already on the job, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work including Social Security, Old Age Benefits and other payroll taxes, and a ratable proportion of premiums on Construction and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance. The County may direct the form in which accounts of the "actual field cost" shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used, otherwise these matters shall be determined by Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using the one hundred (100) percent of the actual hourly or daily rate (for the time used plus time in moving to and from Job) of the latest schedule of Equipment Ownership Expense adopted by the Association General Contractors of America. Where practicable the terms and prices for the use of Machinery and Equipment shall be incorporated in the Written Extra Work Order. The fifteen (15) percent of the "Actual Field Cost" to be paid Contractor shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the 'actual field cost" as herein defined, save that where the Contractor's Camp or Field Office must be maintained primarily on account of such extra work, then the cost to maintain and operate same shall be included in the "actual field cost".

No claim for extra work of any kind will be allowed unless ordered in writing by the County. In case any orders or instructions, either oral or written appear to Contractor to involve extra work for which he should receive compensation, it shall make written request to the County for written order authorizing Extra Work. Should a difference of opinion arise as to what does or does not constitute extra work, or as to the payment therefor, and the County insists upon its performance, Contractor shall proceed with the work after making written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (c) and by this action Contractor will thereby preserve the right to submit the matter of payment to litigation.

43. Salvage

Any materials, equipment and fixtures specifically ordered to be salvaged under these specifications shall remain the property of County and will be delivered to the site designated by the County. All other items shall be disposed of by Contractor in compliance with all applicable laws and regulations.

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44. Compliance with Codes

Contractor shall comply with all city, county, and state codes, laws, and ordinances in force at the time of award of contract and applicable to such work. Contractor shall obtain, at Contractor's own expense such permits, certificates, and licenses as may be required in the performance of the specified work.

45. Laws and Ordinances

Contractor shall at all times observe and comply with all Federal, State and Local Laws, ordinances and regulations which in any manner effect the contract or the work, and shall indemnify and save harmless the County against any claim arising from the violation of any such laws and ordinances, whether by Contractor or its employees.

46. Permits and Licenses

Contractor shall be responsible for obtaining and furnishing all necessary permits and licenses, City, County, State or Federal as are required for the performance of this contract.

47. Lines and Grades

The Engineer will furnish points for horizontal and vertical control. Any additional stakes required by the Contractor shall be set at his expense. Whenever necessary, work shall be suspended to permit this work, but such suspension will be as brief as practicable and the Contractor shall be allowed no extra compensation therefor. The Contractor shall give the Engineer ample notice of the time and place where control lines and benchmarks will be needed. All control stakes, marks, etc. shall be carefully preserved by the Contractor, and in case of careless destruction or removal by him or his employees, such control stakes, marks, etc. shall be replaced by the Engineer at the Contractor's expense.

48. Excess, Waste Material and Debris

All excess material, waste material and debris shall become the property of the Contractor and shall be properly disposed of off-site. No separate payment shall be made for same.

49. Material Hauling

Hauling of materials will not be paid for directly, however, shall be considered as subsidiary work pertaining to the respective bid items. Haul routes for full and empty loads shall be restricted to State Highways. Hauling of equipment is also restricted to State Highways.

50. Abatement and Mitigation of Excessive or Unnecessary Construction Noise

Throughout all phases of the construction of this project, including the moving, unloading, operating and handling of construction equipment prior to commencement of work, during the project and after the work

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is complete, the contractor shall make every reasonable effort to minimize the noise imposed upon the immediate neighborhood surrounding the area of construction. Particular and special efforts shall be exercised by the Contractor to avoid the creation of unnecessary noise impacts on adjacent sensitive receptors in the placement of non-mobile equipment such as air compressors, generators, pumps, etc. The placement of temporary parked mobile equipment with the engine running shall be such as to cause the least disruption of normal adjacent activities not associated with the work to be performed by the contractor.

All equipment associated with the work shall be equipped with components designed by the manufacturer wholly or in part to suppress excessive noise and these components shall be maintained in their original operating condition considering normal depreciation. Noise-attenuation devices installed by the manufacturer such as mufflers, engine covers, insulation, etc., shall not be removed nor rendered ineffectual nor be permitted to remain off the equipment while the equipment is in use.

51. Working Hours

Work shall not be commenced by the contractor before sunrise and shall be so conducted that all equipment is off the road and safely stored by sunset. Specific permission shall be obtained by the contractor from the Engineer for work during those hours between 7:00 P.M. and 6:00 A.M. of the following day.

52. Pipeline, Utility Locations and Contractor Responsibility

An effort to determine all pipelines and utilities which may impact the project has been made. All known pipelines and utilities have been approximately located and shown on the plans. The Contractor shall notify all utility and pipeline owners before beginning the work. Additional unknown utilities and pipelines may be found. Adjustments of these utilities or pipelines shall be done by others at no expense to the contractor. However, the Contractor shall cooperate and coordinate his work with the adjustment

The Contractor will anticipate this in making his bid. The contractor will not be allowed claims for damages or delays for these adjustments should they be necessary. However, additional time will be considered for the contract period.

This action, however, shall in no way be interpreted as relieving the Contractor of his responsibilities under the terms of the contract as set out in the plans and specifications. The Contractor shall repair any damage to the facilities caused by his operations at the Contractor's expense and shall restore facilities to service in a timely manner.

53. Incidentals

All items of work required under this contract not specifically called for in the proposal as pay items shall be considered incidental to the various bid items and no separate payment shall be made for same.

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54. Flagmen

During certain phases of construction flagmen will be required to direct and control traffic. This work will not be paid for directly, however, shall be considered incidental the various bid items and no separate payment shall be made for same.

55. Field Office

For this project the Contractor will provide a job trailer.

56. Wage Rates:

The attached schedule of wages per hour for this Contract follows.

RFP #B211020
OPEN: 11/30/2020
TIME: 2:00 P.M.

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CONTRACT AWARD

CONTRACT FOR: JERRY J. ESMOND JUVENILE JUSTICE CENTE ROOF REPLACEMENT

THIS CONTRACT IS ENTERED INTO BETWEEN GALVESTON COUNTY AND THE CONTRACTOR NAMED BELOW PURSUANT TO SUBCHAPTER B, CHAPTER 271, TEXAS LOCAL GOVERNMENT CODE, AND THE REFERENCED INVITATION TO BID.

Contract No: CM21158

Bid No: RFP #B211020

Contractor: _____

The Specifications and Drawings are enumerated as follows:

Standard Specifications: Joiner Architects

Special Provisions: None

Special Items: None

DRAWINGS:
ADDENDA: _____

**REQUEST FOR PROPOSALS
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Contract Award (continued)

The Request for Proposal, General Provisions, Special Provisions, Proposal Forms, Non-Collusion Affidavit, Vendor Qualification Packet, Debarment Form, Special Provisions for Construction, Bid Proposal, Affidavit and Surety Forms, Wage Rates, Specifications and Plans attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract. Contractor shall furnish all materials, perform all of the work required to be done and do everything else required by these documents.

Time of Completion: The Contractor shall complete the work within _____ Calendar Days of the issuance of the Notice to Proceed. The time set forth for completion of the work is an essential element of the Contract.

The Contract Sum: The County shall pay the Contractor for performance of the Contract, the sum of _____ Dollars and _____/100 (\$ _____), payments to be made as described herein.

Performance Bond required: (x) yes () no
Payment Bond required: (x) yes () no

This Contract is issued pursuant to award made by Commissioners' Court on _____, 20__.

EXECUTED this ____ day of _____, 20__.

COUNTY OF GALVESTON, TEXAS

BY: _____
MARK HENRY, County Judge

ATTEST:

DWIGHT SULLIVAN, County Clerk

CONTRACTOR: _____

BY: _____
Signature – Title

Printed Name

CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE

TO:

PROJECT NO.

PROJECT:

Jerry J. Esmond Juvenile Justice Center Roof Replacement

CONTRACT FOR:

CONTRACT DATE:

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

, SURETY,

On bond of (here insert name and address of Contractor as it appears in the bond)

, CONTRACTOR,

Hereby approves the reduction in or partial release of retainage to the contractor as follows:

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to (here insert name and address of Owner)

, OWNER,

As set forth in the said Surety's bond

IN WITNESS WHEREOF,

The Surety has hereunto set its had this

day of

20,

SURETY

Signature of Authorized Representative

Title

ATTEST:

(Seal):

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIEN:

TO (Owner):

PROJECT NO:

CONTRACT FOR:

PROJECT:

CONTRACT DATE:

Jerry J. Esmond Juvenile Justice Center Roof Replacement

State of:

County of:

The undersigned, hereby certifies that, to the best of his 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 against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception)

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 Sub-contractors and material and equipment Suppliers, to the extent required by the Owner, accompanied by a list thereof.

Contractor:

Address:

BY:

Subscribed and sworn to before me this day
of _____, 2020

Notary Public:

My Commission Expires:

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

TO (Owner):

PROJECT NO:

CONTRACT FOR:

PROJECT:

CONTRACT DATE:

Jerry J. Esmond Juvenile Justice Center Roof Replacement

State of:

County of:

The undersigned, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations 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 his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

CONTRACTOR:

1. Consent of Surety to Final Payment.
Whenever Surety is involved, consent of Surety is required. CONSENT OF SURETY, may be used for this purpose.
Indicate attachment; yes _____ no _____

Address:

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

BY:

1. Contractor's Release or Waiver of Liens, Conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Sub-contractors and material and equipment Suppliers to the extent required by the Owner, Accompanied by a list thereof.
3. Contractor's Affidavit of Release of Lien.

Subscribed and sworn to before me this

day of _____ 20

Notary Public:

My Commission Expires:

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

TO (Owner):

PROJECT NO:

CONTRACT FOR:

PROJECT:

CONTRACT DATE:

Jerry J. Esmond Juvenile Justice Center Roof Replacement

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety at it appears in the bond)

, SURETY COMPANY.

On bond of (here insert name and address of Contractor)

, CONTRACTOR,

Hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

, OWNER,

As set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

day of

, 2020.

Surety Company

Signature of Authorized Representative

Title

ATTEST:
(Seal)

NOTE: This form is to be used as a companion document to Contractor's Affidavit of Payment of Debts and Claims.

EXHIBIT A
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PROCUREMENT STANDARDS

2 C.F.R. §§ 200.317 – 200.326 &
2 C.F.R. PART 200, APPENDIX II

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PROCUREMENT STANDARDS

2 C.F.R. §§ 200.317 – 200.326 &
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2 C.F.R. § 200.317. Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§ 200.318 General procurement standards through 200.326 Contract provisions.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013

2 C.F.R. § 200.318. General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of

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relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

- (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
- (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- (g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of substantial value to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.213 Suspension and debarment.
- (i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- (j)
- (1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:
- (i) The actual cost of materials; and
 - (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
- (2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

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(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015; 80 FR 45395, July 30, 2015

2 C.F.R. § 200.319. Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly

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restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014

2 C.F.R. § 200.320. Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

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(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

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(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015

2 C.F.R. § 200.321. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

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2 C.F.R. § 200.322. Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014

2 C.F.R. § 200.323. Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.324. Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

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(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

- (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
- (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
- (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
- (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.325. Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

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(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

69 FR 26280, May 11, 2004; 78FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.326. Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise note

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2 C.F.R. Part, 200, Appendix II

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or

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dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014

CERTIFICATION REGARDING LOBBYING
(31 U.S.C.A. § 1352)
This Certification must be completed, signed, dated and
returned to the Galveston County Purchasing Agent

Procurement Number and Description: _____

RFP #B211020, Jerry J. Esmond Juvenile Justice Center Roof Replacement _____

Proposer **CERTIFIES**, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the proposer shall complete and submit **Standard Form LLL**, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Proposer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Organization/Corporation: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Signature of Authorized Signatory for Proposer: _____ Date Signed: _____

Title of Authorized Signatory of Proposer: _____

State of Texas

§

County of Galveston

§

§

NON-COLLUSION AFFIDAVIT

Before me, the undersigned notary, on this day personally appeared _____ (Affiant), whom being first duly sworn, deposes and certifies that:

- Affiant is the _____ of _____, that
(Individual, Partner, Corporate Officer) (Name of Qualifier)
submitted the attached Qualification in **RFP #B211020, Jerry J. Esmond Juvenile Justice Center Roof Replacement**
- Affiant is a duly authorized representative of Qualifier and is authorized to make this Non-Collusion Affidavit;
- The attached Qualification is genuine and is not a collusive or sham Qualification;
- The attached Qualification has been independently arrived at without collusion with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor;
- Qualifier has not colluded, conspired, connived or agreed, directly or indirectly, with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, to submit a collusive or sham qualification or that such other qualifier, bidder, proposer, person, firm, competitor, or potential competitor shall refrain from qualifying;
- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor to fix the price or prices in the attached Qualification or of the qualification any other qualifier;
- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier bidder, proposer, person, firm, competitor, or potential competitor to fix the overhead, profit or cost element of the Qualification price or prices of any other qualifier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Galveston County or any person interested in the proposed contract;
- Affiant has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, paid or agreed to pay any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the price or prices in the attached Qualification or the qualification of any other Qualifier; and
- Affiant certifies that Affiant is fully informed regarding the accuracy of the statements contained herein, and under penalties of perjury, certifies and affirms the truth of the statements herein, such penalties being applicable to the Qualifier as well as to Affiant signing on its behalf.

Signature of Affiant

SWORN TO and **SUBSCRIBED** before me this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

PROPOSAL FORM
JERRY J. ESMOND JUVENILE JUSTICE CENTER ROOF REPLACEMENT
COUNTY OF GALVESTON, TEXAS

By signing here, the firm does hereby attest that it has fully read the instructions, conditions and general and special provisions and understands them.

THE COMPANY OF: _____

ADDRESS: _____

FEIN (TAX ID): _____

The following shall be returned with your Proposal. Failure to do so may be ample cause for rejection of Proposal as non-responsive. It is the responsibility of the Proposer to ensure that Proposer has received all addenda.

Items:	Confirmed (X):
1. References (if required)	_____
2. Addenda, if any	#1 _____ #2 _____ #3 _____ #4 _____
3. One (1) original and three (3) copies of submittal	_____
4. Proposal Form	_____
5. Vendor Qualification Packet	_____
6. Debarment Certification Form	_____
7. Non-Collusion Affidavit	_____
8. Payment Terms:	_____ net 30 _____ Other
9. Lobbyist Certification	_____
10. Proposal Bond	_____
11. Proposal Forms	_____

Person to contact regarding this Proposal: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

PROPOSAL FORM
JERRY J. ESMOND JUVENILE JUSTICE CENTER ROOF REPLACEMENT
GALVESTON COUNTY, TEXAS

Proposer shall use this form to provide the information for notice.

- 1. Contact information for notice:

Name: _____
Address: _____

Telephone Number: _____ Facsimile number: _____

- 2. If a copy of notice is requested, please complete below:

Name: _____
Address: _____

Telephone Number: _____ Facsimile number: _____

- 3. If second or more copies are requested for notice, please supplement this form and clearly mark the supplement as "Supplementary Notice Information."

Proposer to submit reference information. Proposer shall use this form to provide minimum required reference information. If Proposer wishes to provide more than the minimum, Proposer should supplement this form and should clearly mark the supplement as "Supplementary Reference Information."

- 1. References who can attest to the Proposer's capability to carry out the requirements set forth in this Proposal:

Business Name of Organization: _____
Name of Person: _____
Title of Individual within Organization, if applicable _____
Business address: _____

Telephone number: _____ Facsimile number: _____

Business Name of Organization: _____
Name of Person: _____
Title of Individual within Organization, if applicable _____
Business address: _____

Telephone number: _____ Facsimile number: _____

Business Name of Organization: _____
Name of Person: _____
Title of Individual within Organization, if applicable _____
Business address: _____

Telephone number: _____ Facsimile number: _____

PROPOSAL FORM
JERRY J. ESMOND JUVENILE JUSTICE CENTER ROOF REPLACEMENT
GALVESTON COUNTY, TEXAS

References of major supplier of Proposer who can speak to the financial capability of the Proposer to carry out the requirements set forth in this Proposal:

- 1. Business Name of Supplier _____
Name of Person: _____
Title of Individual within business: _____
Business address: _____

Telephone number: _____ Facsimile number: _____

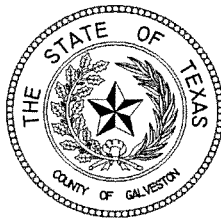
- 2. Business Name of Supplier _____
Name of Person: _____
Title of Individual within business: _____
Business address: _____

Telephone number: _____ Facsimile number: _____

- 3. Business Name of Supplier _____
Name of Person: _____
Title of Individual within business: _____
Business address: _____

Telephone number: _____ Facsimile number: _____

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County of Galveston

ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELGIBILITY

Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: RFP #B211020

Solicitation Title: Jerry J. Esmond Juvenile Justice Center Roof Replacement

Contractor hereby CERTIFIES that:

Contractor, and all of its principals, is not presently debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and is not in any other way ineligible for participation in Federal or State assistance programs;

Contractor, and all of its principals, were not and have not been debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and were not and have not been in any other way ineligible for participation in Federal or State assistance programs at the time its' proposal was submitted in the procurement identified herein and at any time since submission of its' proposal;

Contractor has included, and shall continue to include, this certification in all contracts between itself and any sub-contractors in connection with services performed under this contract; **and**

Contractor shall notify Galveston County in writing immediately, through written notification to the Galveston County Purchasing Agent, if Contractor is not in compliance with Executive Order 12549 or 12689 during the term of its contract with Galveston County.

Contractor **Represents** and **Warrants** that the individual executing this Acknowledgment and Certification on its behalf has the full power and authority to do so and can legally bind the Contractor hereto.

Name of Business

Date

By: _____
Signature

Printed Name & Title



**County of Galveston
Purchasing Department
Vendor Qualification Packet**

(rev. 1.4, September 28, 2017)

All interested parties seeking consideration for qualified vendor status with the County of Galveston should complete and return only the following forms to:

**Galveston County Purchasing Department
722 Moody Avenue, (21st Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371 office
(409) 621-7987 fax**

- PEID Form:** Person /Entity Information Data
- W -9 Form:** Request for Taxpayer Identification Number and Certification
(please note that the included form may not be the latest revised form issued by the Internal Revenue Service. Please check the IRS website at <http://www.irs.gov/pub/irs-rd/1045.pdf> for the latest revision of this form.)
- CIQ Form:** Conflict of Interest Questionnaire
(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission. Please check the Texas Ethics Commission website at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission).
- Debarment:** **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS & REQUIREMENT TO REGISTER IN SAM**
Vendors/contractor certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. Vendor agrees that it shall refund Galveston County for any payments made to Contractor while ineligible. Vendor acknowledges that Contractor's uncured failure to perform under any agreement with the County of Galveston, if such should occur, may result in Contractor being debarred from performing additional work for the County, the respecting State Agency administering the grant funding the contract, if applicable, the State, FEMA or HUD (as applicable), and other Federal and State entities. Further, Vendor has executed the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters and returned the fully completed and executed original certification with the submission of this Vendor Qualification Packet. The truthful and fully completed and executed original of the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters must be included with the submission of this Vendor Qualification Packet and is a mandatory requirement to become a vendor of Galveston County. Vendor's failure to include the fully completed and executed original of this Certification shall be considered non-compliant with the requirements of this vendor qualification request and grounds for the rejection of vendor's request. Vendor shall immediately notify the County Purchasing Agent if it becomes debarred or suspended, placed on

the Consolidated List of Debarred Contractors, or in any other way becomes ineligible for award of contract by any Federal agency. This Certification is a material fact relied upon by Galveston County; if it is later determined that the vendor did not comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, in addition to the remedies available to Galveston County and the State agency administering a grant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment of contractor. If the contract to be awarded pursuant to a Galveston County procurement effort involves the use of Federal funds, then vendor must also be registered in the Federal Contractor Registry through the System for Award Management (SAM) to be eligible for award of contract pursuant to the procurement.

Information regarding the SAM is available at:

<http://www.federalcontractorregistry.com/?gclid=CIG1hf2r8wCFYkCaQoducANZw> or at <https://www.sam.gov/portal/SAM/#1>.

No contract involving the use of Federal funds may be awarded to any vendor unless and until such registration is current and in good standing under SAM. Successful vendors must maintain SAM registration throughout the entire term of any contractual agreement with the County. If a contract involves the use of Federal funds, then vendor must enclose proof of such SAM registration within its response, which is also a mandatory requirement of County procurement policy; failure to enclose such proof shall be considered non-compliant with the requirements of any procurement effort and grounds for the rejection of vendor's response to any procurement efforts (i.e., bid, proposal, or qualifications statement, as applicable).

Certificate(s) of Insurance: If the person or entity seeking qualified vendor status with the County will be performing work at or on any County owned facility and/or property, Certificate(s) of Insurance are required to be submitted prior to performing any work.

Insurance requirements are as follows:

Public Liability and Property Damage Insurance:

Successful vendor agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by vendor. Vendor shall at its own expense be required to carry the following minimum insurance coverages:

1. For damages arising out of bodily injury to or death of one person in anyone occurrence - one hundred thousand and no/100 dollars (\$100,000.00);
2. For damages arising out of bodily injury to or death of two or more persons in anyone occurrence - three hundred thousand and no/100 dollars (\$300,000.00); and
3. For injury to or destruction of property in anyone occurrence - one hundred thousand and no/100 dollars (\$100,000.00).

This insurance shall be either on an occurrence basis or on a claims made basis. Provided however, that if the coverage is on a claims made basis, then the vendor shall be required to purchase, at the termination of this agreement, tail coverage for the County for the period of the County's relationship with the vendor under this agreement. Such coverage shall be in the amounts set forth in subparagraphs (1), (2), and (3) above.

Worker's Compensation Insurance:

Successful vendor shall also carry in full force Workers' Compensation Insurance policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the vendor. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by the vendor to the County.

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period. Insurance is to be placed with insurers having a Best rating of no less than A. The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Vendor shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the vendor.

In no event shall the County be liable for any damage to or destruction of any property belonging to the vendor unless specified in writing and agreed upon by both parties.

Procurement Policy - Special Note:

Understand that it is, according to Texas Local Government Code, Section 262.011, Purchasing Agents, subsections (d), (e), and (f), the sole responsibility of the Purchasing Agent to supervise all procurement transactions.

Therefore, be advised that all procurement transactions require proper authorization in the form of a Galveston County purchase order from the Purchasing Agent's office prior to commitment to deliver supplies, materials, equipment, including contracts for repair, service, and maintenance agreements. Any commitments made without proper authorization from the Purchasing Agent's office, pending Commissioners' Court approval, may become the sole responsibility of the individual making the commitment including the obligation of payment.

Code of Ethics - Statement of Purchasing Policy:

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of these instructions, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here.

General Ethical Standards: It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in procurement when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information: It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

Questions/Concerns:

If you have any questions or concerns regarding the information or instructions contained within this packet, please contact any member of the Purchasing Department staff at **(409) 770-5371**.

CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

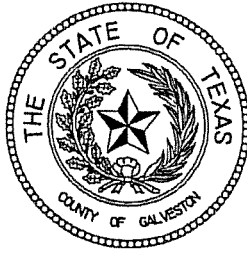
For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website - both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>.

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at <http://www.ethics.state.tx.us/whatsnew/conflictforms.htm>.

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.



COUNTY of GALVESTON
Purchasing Department

rev. 1.3, March 29, 2010

FORM PEID:	Request for Person-Entity Identification Data
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Instructions: Please type or print clearly when completing sections 1 thru 4 and return completed form to:

Galveston County Purchasing Agent
722 Moody Avenue (21 st. Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371
prodoc@co.galveston.tx.us

1.	Business Name:			
	Attention Line:			
2.	Physical Address:			
	City:	State:	Zip+4:	
3.	Billing / Remit Address:			
	City:	State:	Zip+4	
4.	Main Contact Person:			
	Main Phone Number:			
	Fax Number:			
	E-mail Address:			

Areas below are for County use only.

Requested By:	Phone / Ext. #	
Department:	Date:	
Action Requested - Check One:	IFAS PEID Vendor Number:	
<input type="checkbox"/> Add New	<input type="checkbox"/> Change Data	<input type="checkbox"/> Re-activate
<input type="checkbox"/> Inactivate	<input type="checkbox"/> Employee	<input type="checkbox"/> Attorney
<input type="checkbox"/> Landlord	<input type="checkbox"/> Foster Parent	<input type="checkbox"/> Refund
<input type="checkbox"/> OneTime	<input type="checkbox"/> Foster Child	

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number												
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Employer identification number												
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Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
 - I—A common trust fund as defined in section 584(a)
 - J—A bank as defined in section 581
 - K—A broker
 - L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
 - M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) Under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in Items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN or:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ¹
For this type of account:	Give name and EIN or:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.
*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001 (1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes

NO

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes

NO

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

NO

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

JUVENILE JUSTICE CENTER ROOF REPLACEMENT & WATERPROOFING

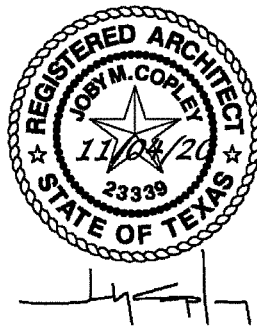
GALVESTON COUNTY, TEXAS

PROJECT MANUAL

JA Project No. 20013

11/04/2020

ISSUE FOR PROPOSAL



JOINER
ARCHITECTS

700 Rocknead, Ste 265 | Kingwood, TX 77339 | 281.359.6401
2600 S. Shore Blvd, Ste 300 | League City, TX 77573 | 281.245.3304

**JUVENILE JUSTICE CENTER ROOF
REPLACEMENT & WATERPROOFING**

Galveston County, Texas

November 4, 2020

JA Project No.: 20013

ISSUE FOR PROPOSAL

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REQUEST FOR COMPETITIVE SEALED
PROPOSALS

Competitive Sealed Proposals for the work identified below in accordance with Proposal Documents and addenda as may be issued prior to date of the proposal opening will be received by Galveston County, until proposal closing date and time, as identified below. Proposals from Offerors will then be opened in public and read aloud.

OWNER: Galveston County
722 Moody Avenue
Galveston, TX 77550

Representative: Mr. Rufus Crowder

PROJECT: Juvenile Justice Center Roof Replacement & Waterproofing

LOCATION: 6101 Attwater Avenue
Texas City, TX 77590

BUDGET: The budget for this project is \$900,000.00

BASE PROPOSAL

DATE AND TIME: Monday, November 30, 2020, 2:00 PM

LOCATION OF PROPOSAL OPENING: Galveston County Purchasing Department.
722 Moody Avenue (21st Street), 5th Floor
Galveston, TX 77550

ARCHITECT: Joiner Architects, Inc.
700 Rockmead, Suite 265
Kingwood, Texas 77339

Qualified Offerors (General Contractors) may obtain two (2) sets of plans and Project Manuals at place identified below upon deposit of \$250.00 per set with check made payable to Joiner Architects, Inc. The deposit will be refunded when the plans and Project manuals are returned promptly and in good condition.

Proposal documents may be obtained from the following address:

Joiner Architects, Inc.
700 Rockmead, Suite 265
Kingwood, Texas 77339
(281) 359-6401
Office Hours are 8:00 AM to 5:00 PM

FULL REFUND: Deposits will be returned provided all Contract Documents and addenda are returned to the Architect complete with all sheets bound in their original order within ten (10) days of proposal.

FORFEIT OF DEPOSIT: When the Documents are not returned under the conditions specified, none of the deposit will be returned. However, the Documents shall remain the property of the Owner and must be returned.

All proposals must be in the hands of the Owner no later than the time specified above. Please seal all proposals in duplicate in an envelope with the following information on the face of the envelope.

Juvenile Justice Center Roof
Replacement & Waterproofing
Name of Offeror (General Contractor)
Galveston County
Attn: Mr. Rufus Crowder

The Owner reserves the right to reject any and all proposals and to waive any irregularities in the Competitive Sealed Proposal process.

No proposal shall be withdrawn within 60 days after the proposal opening without the specific consent of the Owner.

PROPOSAL BOND: A Proposal Bond from a bonding company acceptable to the Owner or a certified check in an amount equal to 10% of the greatest amount proposal **must** accompany each Offeror's proposal.

PAYMENT BOND AND PERFORMANCE BOND: A Payment Bond and Performance Bond, each in an amount equal to 100% of the Contract Sum conditioned upon the faithful performance of the Contract will be required. Please note that all bonding companies presented must be acceptable to the Owner.

The prevailing rates of wages are the minimums that must be paid in conformance with all applicable laws of the State of Texas.

All Offerors submitting a proposal are encouraged to visit the sites.

Subcontractors and Suppliers intending to submit proposals to General Construction Offerors are required to prepare their proposals based on a complete set of proposal documents. If after reviewing the complete set of proposal documents, Subcontractors and Supplier Offerors desire to purchase individual drawings and specification sections for their proposal convenience, they may do so by ordering the specific drawings and specifications directly from the reproduction company. Each Offeror purchasing a partial set of proposal documents is responsible for determining exactly which documents he requires and is responsible for all costs associated with printing and delivery. Subcontractors and Suppliers exercising this option must agree to do so on the basis that 1) all documents shall be returned to the Architect, without refund, after submitting a proposal and 2) documents shall not be used on other construction projects. Successful Subcontractors and Supplier Offerors may retain their Proposal Documents until completion of the construction.

END OF SECTION 00 11 19

SECTION 00 21 16
INSTRUCTIONS TO OFFERORS

1.1 QUALIFIED OFFERORS

- A. Competitive Sealed Proposals will be accepted from qualified Offerors (General Contractors) only for the entire scope of work described in the Contract Documents. As a prerequisite to an Offeror's qualifying for the award of contract on this work, the Offeror must complete each item of the Contractor's Qualification Statement (AIA Document A305) and supplemental information per Section 1.4, I. The AIA Document A305 may be obtained from the Houston Chapter of the American Institute of Architects, 315 Capitol, Suite 120, Houston, Texas 77002, (713) 520-0155. In addition to the information contained in the AIA Document A305 form, Offerors shall also address the selection criteria issues listed under the paragraph below for Determination of Successful Respondent and Award of Contract. The AIA Document A305 and other requested information shall be submitted on **November 23, 2020**, with three (3) copies, two (2) for the Owner and one (1) for the Architect. Qualification statements submitted by FAX transmission or email will not be accepted.
- B. The primary purposes of the evaluation process will be to:
1. Gather information for the Owner's evaluation procedure.
 2. Enable the Owner and/or Architect to evaluate the Offeror's qualifications.
- C. After review of Proposals and Contractor's qualifications evaluation, the Owner will make his decision and each Offeror will be notified once the Owner has approved the recommended Offeror.
- D. In arriving at his opinion concerning the Offeror's qualification, the Architect will use the same criteria that the Owner will use in determination of the successful Offeror as detailed hereinafter.
- E. In the event a proposed Offeror fails to submit the specified Contractor's Qualification Statement at time of receipt for Proposals, such noncompliance shall be considered by both the Owner and Architect as a negative factor in the determination of the successful Offeror.

1.2 OFFEROR'S PRESENTATION

- A. Each Offeror by making his Proposal represents that:
1. He has read and understands the Proposal Documents and his Proposal is made in accordance therewith.
 2. He has thoroughly familiarized themselves with Division 01 General Requirements as they are applicable to subsequent specification sections.
 3. He has visited the site, has familiarized himself with the local conditions under which the work is to be performed and has correlated his observations with the requirements of the proposed Contract Documents.
 4. He agrees to comply with the requirements of the following paragraph. Any Offeror who subsequently does not agree to comply with these requirements will automatically disqualify himself from proposing or receiving award of the contract.
- B. He Agrees that:
1. Work on the project will begin immediately upon receipt of properly executed Notice to Proceed or properly executed contract.

2. Offeror will participate as a team member in cooperation with the Project Architect, Engineers, and Owner's agents and/or consultants.
3. The Offeror will assign a competent superintendent, to the project, and that superintendent shall be maintained on the project for the duration of the project.
4. The Offeror will furnish and pay for a proposal bond in the amount of ten percent (10%) of the contract amount.
5. If awarded, the Offeror shall furnish and pay for a Performance Bond and a Payment Bond each in the full contract amount.
6. Offeror shall carry and keep in full force for the duration of the Project, insurance coverage for builder's risk, workmen's compensation, comprehensive general liability, and automobile liability as required by the General Conditions and/or Supplementary General Conditions of the Specifications.
7. Each Offeror by making his Proposal represents that his Proposal includes only material and equipment specified in the Proposal Documents and supplemented, if necessary, for a complete and operating system.
8. Where subcontract work is involved and where Acceptable Subcontractors are designated for particular sections or phases of the Work, each Offeror by making his Proposal represents that his Proposal includes only firms designated as Acceptable Subcontractors.
9. That no asbestos PCB's or lead building materials shall be used, and that each Offeror (and sub-offeror or supplier submitting a proposal to on Offeror) shall submit an affidavit at Project Close-out stating that no asbestos, PCB's or lead building materials has been used on the Project.

1.3 PROPOSAL DOCUMENTS

- A. Proposal Documents include the Request for Competitive Sealed Proposals, Instructions to Offerors, the Proposal Form, and the proposed Contract Documents, including any Addenda issued prior to receipt of proposals, and Owner required forms.
- B. Contract Documents for the Work consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, and all Addenda issued prior to receipt of proposals.

1.4 PROPOSAL PROCEDURES

- A. A proposal is invalid if it has not been received at the designated location prior to the time and date for receipt of proposals indicated in the Request for Competitive Sealed Proposals, or prior to any extension thereof issued to the Offerors by Addenda.
- B. Prior to the receipt of Proposals, Addenda will be forwarded by the Architect and will be available for inspection wherever the proposal documents are kept available for that purpose.
- C. Proposals will be received in duplicate only on the Owner's Form of Proposal for the work as indicated by the Proposal Documents, filled in, and enclosed in a sealed envelope addressed as follows:

Name of Offeror (General Contractor)
Juvenile Justice Center
Roof Replacement & Waterproofing
Galveston County
Attn: Mr. Rufus Crowder

- D. Each Base Proposal Form must be accompanied by Proposal Bond or Certified Check in the amount of 10% of the proposal.

- E. All proposals must be delivered sealed to the following address at or before the time and date set. Proposals will be received at no other place. If Proposal is sent by U.S. Mail, it must be sent Registered Mail.
Galveston County Purchasing
722 Moody Ave., 5th Floor
Galveston, TX 77550
- F. A proposal may be withdrawn only upon request by the Offeror or his duly authorized representative, provided such request is received by the Owner at the place designated for receipt of proposals and prior to the time fixed for the opening of proposals. A withdrawal of a proposal shall not be effective unless a written confirmation of the withdrawal is received by the Owner at said place within 48 hours before the time fixed for the opening of proposals. The Proposal Bond will be returned with the proposals if withdrawn in accordance with the above. The withdrawal of a proposal does not prejudice the right of the Offeror to file a new proposal at the time and place stated. No proposal may be withdrawn after the time fixed for the opening of proposals for a period of 60 days.
- G. The Proposal Form must be accompanied by resumes of the Offeror's proposed project team, including the superintendent and project manager.
- H. The AIA Document A305 must be accompanied by a listing of the Offeror's projects of similar size and scope during the past five (5) years. The listing shall include the project name, address, building area, contract sum, contract date, contract completion date(s), substantial completion date(s), Owner representative's name and telephone number, e-mail address, and the names of the Contractor's project staff assigned to the project. In addition, the General Contractor shall include in this submission the following information regarding the Contractor's Proposed Project Team (as applicable).
1. Name of the Proposed Project Executive.
 2. Name of the Proposed Project Manager.
 3. Names of Proposed Assistant Project Managers or Project Engineers.
 4. Name of Proposed Project Superintendent.
 5. Name of Proposed Assistant Project Superintendent.
 6. Name of Proposed Field Engineer.
 7. Names of any proposed project support staff.
 8. The General Contractor shall include a resume of qualifications for each of the project personnel proposed.
 9. In addition, include a written summary describing the roles each person will have on the project team and what percentage of time each person will dedicate to this project on a weekly basis. In addition, the contractor shall indicate where each staff member will office (onsite or main office).
- This information shall be submitted prior to the Receipt of Competitive Sealed Proposals as stated in the Request for Proposal. Due three (3) copies for Owner (1) original (2) copies; One (1) copy for Architect. All sets are due by November 23, 2020 all to go to Galveston County, c/o Joiner Architects, Inc., 700 Rockmead Dr., Suite 265, Kingwood, TX 77339 No facsimiles or email transmissions will be accepted.**
- I. The Proposal Form must be accompanied with a bar chart construction schedule for this project with projected milestone dates and respective phasing as described by the contract documents.
- J. The Contract shall be awarded to the Contractor offering the "best value" to the Owner, in addition to the purchase price, based on the published selection criteria and on its ranking evaluation.

1.5 INTERPRETATION OF PROPOSAL DOCUMENTS

- A. Offerors and sub-offerors requiring clarification or interpretation of the Proposal Documents shall make a written or verbal request which shall reach the Architect at least ten (10) days prior to the date for receipt of proposals.
- B. Any interpretation, correction or change of the Proposal Documents will be made by Addendum. Interpretations, corrections or changes of the Proposal Documents made in any other manner will not be binding.
- C. With submission of Proposal by Offerors, agrees to selection process as set forth by the Owner's process.

1.6 SUBSTITUTIONS OF MATERIALS AND EQUIPMENT

- A. The materials, products and equipment described in the Proposal Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. The materials and equipment named in, and the procedures covered by these specifications have been selected as a standard because of quality, particular suitability or record of satisfactory performance. It is not intended to preclude the use of equal or better materials or equipment provided that same meets the requirements of the particular project and is approved in an addendum as a substitution prior to the submission of proposals.
- B. No substitution will be considered prior to receipt of proposals. Each such request thereafter, shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

1.7 REJECTION OF PROPOSALS

- A. The owner shall have the right to reject any or all proposals and to reject a proposal not accompanied by any required proposal security, or by other data required by the Proposal Documents, or to reject a proposal which is in any way incomplete or irregular.
- B. The Owner reserves the right to reject any or all proposals and to waive any formalities or irregularities and to make the award of the contract in the best interest of the Owner.
- C. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Owner that such Offeror is properly qualified to carry out the obligations of the contract and to complete the Work therein. Award may be made to other than the low-dollar Offeror and given the one offering the "best value" to the Owner, in addition to the purchased price, based on the published selection criteria and on its ranking evaluation.
- D. Do not submit voluntary alternates. The Owner reserves the right to reject any proposal which is accompanied by conditional or qualifying statements, or "voluntary alternates".

1.8 INSURANCE

- A. Each Offeror shall include in this proposal the complete cost and shall carry and keep in full force for the duration of the project, insurance coverage required under the General Conditions and Section 00 73 00 – Supplementary Conditions.

1.9 PERFORMANCE BOND AND PAYMENT BOND

- A. Each Offeror shall include in this proposal the premium costs for 100% Performance Bond and 100% Payment Bond. These bonds shall cover the faithful performance of the contract and payment of all obligations arising hereunder in such form as the Owner. The selected Offeror shall deliver the required bonds to the Owner not later than the date of execution of the Contract.

1.10 PROPOSAL SECURITY

- A. No proposal will be considered unless it is accompanied by a Certified or Cashier's Check or Proposal Bond executed on the form attached. In either case the amount shall be not less than ten percent (10%) of the greatest amount proposed (considering alternates, if any). The proposal security shall insure the execution of the contract and the furnishing of an acceptable Performance Bond and Payment Bond by the successful Offeror within ten (10) days after notification of award to such Offeror and that this proposal will not be withdrawn within 60 days after date of opening of proposals without the consent of the Owner. Proposal Bond shall be prepared in the identical form of AIA Document A310 or Document 00 42 14.10 attached.

1.11 SUBMISSION OF POST PROPOSAL INFORMATION

- A. The apparent Selected Offeror shall within three (3) days after proposals are received submit the following:
1. A designation of the work to be performed by the Offeror with his own forces.
 2. An experience profile of the selected Offeror's superintendent scheduled to work on this project. In addition, the apparent selected Offeror shall cooperate with the Owner, supplying requested information to substantiate the qualifications of the superintendent. If, in the opinion of the Owner, the superintendent does not qualify, the Owner may request the submission of another superintendent and more information. The Owner reserves the right to reject the apparent selected Offeror if an acceptable superintendent is not presented.
- B. The Selected Offeror shall within five (5) days thereafter submit the following:
1. A statement of costs for each major item of work included in the proposal as described in Section 01 29 00 - Payment Procedures for each section of specifications will be considered a major item of work and shall be shown as a separate cost item.

1.12 AWARD OF CONTRACT

- A. The Offeror to whom the award is made will be promptly notified. If an Offeror (a) withdraws his proposal within 60 days after the date of time fixed for the opening of proposals in the Request for Competitive Sealed Proposals, or (b) fails or refuses to execute the Agreement, or other required forms within ten (10) days after the same are presented to him for signature, or (c) fails or refuses to furnish properly executed Performance Bond and Certification of Required Insurance within fifteen (15) calendar days of execution date of the Agreement, the Owner may award the Work to another Offeror or Offerors or may call for new proposals.
- B. The Offeror will be required to (a) submit his Proposal and Proposal Bond, (b) execute Contract and Performance and Payment Bonds, and (c) submit Certification of required insurances, all using the Owner's own forms for such respective purposed.
- C. Proposal Bond is forfeited if proposal is withdrawn after the proposal opening, or Contract Documents

are not executed in accordance with the above.

1.13 NOTICE TO PROCEED

- A. The Offeror shall not commence work under this Contract until he receives a properly executed contract or Notice to Proceed.

1.14 COMPLETION TIME

- A. Offerors shall familiarize themselves with the Owners requirements concerning the project schedule as described in Section 01 32 16 of this Project Manual.
- B. Having thoroughly familiarized himself with the conditions as they exist at the building site and acquainted him with the labor supply and the material market, the Offeror will state in his proposal that he agrees to be substantially complete with the Work by the date stated elsewhere.
- C. It is therefore expressly agreed as a part of the consideration inducing the Owner to execute this contract that the Owner may deduct liquidated damages from the final payment made to the Contractor for each and every calendar day beyond the agreed date which the Contractor shall require for Substantial Completion of the Work included in this contract. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the legally extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damage being caused by additional compensation to personnel, for loss of interest on money and other miscellaneous increased costs, all of which are difficult of exact ascertainment. Also, any disruption of Owner's use of the existing facilities or newly completed facilities will also be subject to liquidated damages. Refer to Document 00 73 00 - Supplementary Conditions for additional requirements. Delays, disruption of use, failures to complete, and liquidated damages are fully described under Article 8.3 of the Supplementary Conditions. The definition of Substantial Completion is found in Article 9.8.1 of the AIA General Conditions and Supplementary Conditions bound herein.

1.15 AFFIDAVIT OF NON-DISCRIMINATORY EMPLOYMENT

- A. The Offeror, and sub-offerors, shall agree to refrain from discrimination in terms and conditions of employment to the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by Federal Statutes and Rules and Regulations issued in order to maintain and insure non-discriminatory employment practices.
- B. The Offerors **must** execute Document 00 42 14.30, Affidavit of Non-Discriminatory Employment and submit with Proposal. The sub-offerors shall execute Document 00 42 14.30, Affidavit of Non-Discriminatory Employment before commencing work on the Project. Offerors and sub-offerors who have not executed this document will not be eligible to work on this project.

1.16 LIST OF SUBCONTRACTORS

- A. The Offeror shall supply a list of the following major subcontractors:
 - 1. Roofing
 - 2. Waterproofing
 - 3. Sheet Metal
 - 4. Any other prudent subcontractor

- B. The Offeror **must** execute Section 00 42 14.40, List of Subcontractors and submit with their Proposal.

1.17 AFFIDAVIT OF NON-ASBESTOS, LEAD, AND PCB USE IN PROJECT

- A. The use of any construction process or the installation of any asbestos, lead and PCB's or material containing asbestos, lead and PCB's is strictly prohibited for this Project.
- B. Prior to submitting a proposal, Offerors shall notify the Architect, in writing, of any materials in these specifications which are known to contain or are likely to contain asbestos, lead or PCB's.
- C. The Offeror, and sub-offerors shall agree to refrain from using products which are known to contain asbestos, lead, and PCB containing materials as applicable to the project. They shall also affirm that lead or lead bearing materials have not been incorporated into potable water systems, and that lead sheet flashing used in through roof plumbing penetration applications is the only lead on the Project.
- D. The Selected Offeror (Contractor) **must** execute Document 00 45 23, Affidavit of Non-Asbestos, Lead, and PCB Use and submit at Project Closeout. The Subcontractors to the Contractor **must** execute Closeout Form, attached to Section 01 77 00, Closeout.

1.18 CONFLICT OF INTEREST QUESTIONNAIRE

- A. According to Local Government Code, Chapter 176, a person or an agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with any government agency must file a completed Conflict of Interest Questionnaire with the records administrator of the local government not later than the seventh (7th) business day after the date that the person begins contract discussions or negotiations with the Owner or submits to the Owner an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the Owner.
- B. All Offeror's and sub-offeror's proposing to do work with the Owner **must** execute Document 00 42 16.10, Conflict of Interest Questionnaire and submit with proposal. This requirement will be waived if the offeror or sub-offeror has previously submitted such document to the Owner within the last year. In such case, provide written notification and attach to the Proposal.

1.19 PROPOSAL EVALUATION WAIVER

- A. By submitting a proposal, each Offeror agrees to waive any claim it has or may have against the Owner and its respective employees, the program Manager and their respective employees, the Architect/Engineer and consultants, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the Proposal Documents, acceptance or rejection of any proposals; and award of the contract.
- B. All Offeror's **must** execute Document 00 42 14.80, Proposal Evaluation Waiver and submit with their Proposal.

1.20 NON-COLLUSION AFFADAVIT

- A. All Offeror's **must** execute Document 00 42 14.50 Affidavit of Non-Collusion and submit with their Proposal.

1.21 CERTIFICATE OF RESIDENCY

- A. All Offeror's **must** execute Document 00 42 14.60 Texas Certificate of Residency and submit with their

Proposal.

1.22 REQUEST FOR TAX PAYER IDENTIFICATION NUMBER

- A. All Offeror’s must execute Document 00 42 14.70 Request for Tax Payer Identification Number and Certification and submit with their Proposal.

1.23 AVAILABILITY OF MATERIALS AND SYSTEMS

- A. A serious effort has been made to select only materials that are systems that are readily available. As far as is known at proposal time all items are either available “off the shelf” or within a relatively short period of time. If during the proposal period, an Offeror becomes aware of an availability or delivery problem with any of the specified systems or material, he should notify the Architect immediately. The Architect will promptly explore possibilities for selecting other systems or materials which would circumvent the problem and notify Offerors of any changes in an addendum, otherwise it will be understood that only specified systems and materials that are readily available are included in the proposals.

1.24 DETERMINATION OF SUCCESSFUL RESPONDENT AND AWARD OF CONTRACT

- A. In determining the Selected Offeror, the Owner will evaluate the information derived from the Offeror’s (Contractor’s) Qualification Statement required herein, the information submitted on the Proposal Form, and other selection criteria including, but not limited to the following:

- 1. Price..... 25 points
- 2. Experience..... 25 points
(Experience in successful completion of projects of similar size and scope in the State of Texas)
- 3. Quality and Experience of Proposed Personnel..... 15 points
- 4. Ability to Close-Out Projects in a Timely Manner 15 points
- 5. Past Performance..... 15 points
- 6. Other Factors..... 5 points
- 7. Total..... 100 points

- B. The Selection Committee consisting of Owner’s Representatives, architects, consultants and other staff will make an initial evaluation of the proposals. Its recommendation will be considered by the Owner. The final decision-making authority on the proposals rests with the Owner. Decision-making authority has not been delegated to any person or entity other than the Owner.

- C. By submitting a proposal, each Offeror agrees to waive any claim it has or may have against the Owner and its respective employees, the Architect/Engineer and consultants, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the Proposal Documents, acceptance or rejection of any proposals; and award of the contract.

- D. The Owner will make such investigations as it deems necessary to determine the ability of the Offeror to perform the Work, and the Offeror shall furnish all such information and data for this purpose as may be requested. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Owner that such Offeror is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

- E. The Owner reserves the right to reject any or all proposals and to waive any formalities or irregularities and to make the award of the contract in the best interest of the Owner.

- F. A decision regarding determination of the successful Offeror will be made by the Owner as soon as practical.

1.25 USE OF ASBESTOS FREE MATERIALS, PRODUCTS AND SYSTEMS

- A. The Offeror is reminded to refer to the Paragraph above for requirements during the Proposal period and the following requirements during performance of the Work regarding the use of asbestos free materials, products and systems in the Project.
1. Since many materials, products and systems are proprietary, it is not possible to know all of the materials or components which go into producing such material, product or system without the manufacturer divulging trade secrets or patent information. Every effort has been made to specify materials, products or systems, which either as an "off the shelf" material, products or system or as a custom material, product or system do not contain asbestos.
 2. It is the Contractor's responsibility to submit an affidavit from the manufacturer to ascertain that every material, product or system used in the Project does not contain asbestos. In the event the material, product or system is found to contain asbestos, the Contractor shall offer for the Architect's consideration a substitution which he knows does not contain asbestos.
 3. Even though a material, product or system is specified or a specification is based on a particular material, product or system, the Contractor will not be relieved from the responsibility to ascertain that materials, products and systems used in the Project do not contain asbestos. Under no circumstances shall a material, product or system which is known, suspected or found to contain asbestos be used on the Project.
 4. If a material, product or system containing asbestos is used, the Contractor shall remove and replace the material, product or systems with one which is asbestos free at no additional expense to the Owner, including removal and replacement of other materials affected by the removal of the asbestos bearing material, product or system, i.e. gypsum wallboard removed, replaced, and repainted on account of insulation being removed, etc.

END OF SECTION 00 21 16

SECTION 00 21 17
PROPOSAL SUBMISSION
CHECKLIST

The following items must be included in a sealed envelope for Base Proposal with the following information on the face of the envelope.

Name of Offeror
Juvenile Justice Center
Roof Replacement & Waterproofing

- ITEM 1: Document 00 42 12, Competitive Sealed Proposal Form
- ITEM 2: Document 00 42 123, Alternate Proposal Form
- ITEM 3: Document 00 42 14.10, Proposal Bond
- ITEM 4: Document 00 42 14.30, Affidavit of Non-Discriminatory Employment
- ITEM 5: Document 00 42 14.40, List of Sub-Contractors
- ITEM 6: Document 00 42 14.50, Statement of Non-Collusion
- ITEM 7: Document 00 42 14.60, Texas Residency Certification
- ITEM 8: Document 00 42 14.70, Request for Taxpayer Identification Number
- ITEM 9: Document 00 42 14.80, Proposal Evaluation Waiver
- ITEM 10: Document 00 42 15.40, Form HB 1295 Disclosure
- ITEM 11: Document 00 42 15.70, Proposer/Offeror Conduct
- ITEM 12: Document 00 42 15.80, Exceptions and Conditions of the Proposer
- ITEM 13: Document 00 42 16.10, Conflict of Interest Questionnaire & Exhibit

END OF SECTION 00 21 17

DOCUMENT 00 42 12

COMPETITIVE SEALED PROPOSAL FORM – BASE PROPOSAL

JUVENILE JUSTICE CENTER ROOF REPLACEMENT & WATERPROOFING
GALVESTON COUNTY

Submitted by: _____

Date: _____ Phone No.: _____

To: Galveston County
722 Moody Avenue, Fifth Floor
Galveston, TX 77550

Having examined Proposal and Contract Documents prepared by Joiner Architects, Inc., dated November 4, 2020 and having examined site conditions, the undersigned proposes to furnish all labor, equipment and materials and perform all work for the completion of the above-named project for the sum indicated below.

In submitting his Proposal, the undersigned agrees to the following:

1. Hold proposal open for acceptance 60 days.
2. Accept right of Owner to reject any or all proposals, to waive formalities and to accept proposal which Owner considers most advantageous.
3. Enter into and execute the contract, if awarded, for the Proposal.
4. Complete work in accordance with the Contract Documents within the stipulated contract time.
5. By signing, the undersigned affirms that, to the best of his knowledge, the Proposals have been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over respondents in the award of this Proposal.

I. PROPOSAL

Undersigned agrees to complete the Work for the lump sum amount of:

(Amount written in words governs)

\$ _____
(Amount in figures)

II. ALLOWANCES

Undersigned certifies that the specified allowances are included in the Base Proposal and agrees that unexpended balance of allowance sums will revert to Owner in the final settlement of the contract.

- 1. Owner’s Unforeseen Contingency Allowance: 5% of Contract Amount

III. CONTRACT TIME

Undersigned agrees to begin Work upon Notice to Proceed and be Substantially Complete within 90 days.

IV. ADDENDA

Undersigned acknowledges receipt of:

Addenda Number: _____ Dated: _____

Addenda Number: _____ Dated: _____

Addenda Number: _____ Dated: _____

Addenda Number: _____ Dated: _____

Addenda Number: _____ Dated: _____

Addenda Number: _____ Dated: _____

V. CHANGES IN THE WORK

Undersigned understands that changes in the work shall be performed in accordance with the Supplementary Conditions.

VI. **LIQUIDATED DAMAGES**

Undersigned understands that liquidated damages as defined in the Supplementary Conditions will be included in the form of Agreement between Owner and Contractor and that the Contractor will be bound thereto.

(Seal, if a Corporation)
State whether Corporation,
Partnership or Individual

Authorized Signature

Title

Name of Contracting Firm

Address

Telephone

Date

END OF DOCUMENT 00 42 12

DOCUMENT 00 42 13

COMPETITIVE SEALED PROPOSAL FORM - ALTERNATE PROPOSAL

JUVENILE JUSTICE CENTER ROOF REPLACEMENT & WATERPROOFING

Submitted by: _____

Date: _____ Phone No.: _____

To: Galveston County
722 Moody Avenue, Fifth Floor
Galveston, TX 77550

Having examined Proposal and Contract Documents prepared by Joiner Architects, Inc., dated November 4, 2020 and having examined site conditions, the undersigned proposes to furnish all labor, equipment and materials and perform all work for the completion of the above-named project for the sum indicated below.

In submitting his Proposal, the undersigned agrees to the following:

1. Hold proposal open for acceptance 60 days.
2. Accept right of Owner to reject any or all proposals, to waive formalities and to accept proposal which Owner considers most advantageous.
3. Enter into and execute the contract, if awarded, for the Alternate Proposals.
4. Complete work in accordance with the Contract Documents within the stipulated contract time.
5. By signing, the undersigned affirms that, to the best of his knowledge, the Proposals have been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over respondents in the award of this Proposal.

I. ALTERNATE PROPOSALS

Alternate Number 1: All proposed exterior Elastomeric Coating.

Undersigned agrees to complete the Work for the lump sum amount

_____ Dollars \$ _____
 (Amount written in words governs) (Amount in figures)

(Seal, if a Corporation)
State whether Corporation,
Partnership or Individual

Authorized Signature

Title

Name of Contracting Firm

Address

Telephone

Date

END OF DOCUMENT 00 42 13

DOCUMENT 00 42 14.10

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, and _____, as Surety, are held and firmly bound unto Galveston County, hereinafter called the Owner, in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Proposal, dated _____, being for the Juvenile Justice Center Roof Replacement & Waterproofing, the kind and extent of work involved being set forth in detail in the proposed Contract Documents cites herein.

NOW THEREFORE, if the Principal shall not withdraw the accompanying proposal within 60 days after the date set for opening thereof, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the owner in accordance with the Proposal as accepted; and give Bond and good and sufficient surety for the faithful performance and proper fulfillment of such contract including payment of all persons supplying labor or materials therefore, or in the event of the withdrawal of said proposal within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay to the Owner the difference between the aggregate amount for which the Owner may enter into a contract for the same work with another Respondent; if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____ of _____, 2020, the name and Corporate Seal of each corporate party hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

Business Address _____ Individual Principal

Business Address _____ Individual Principal

ATTEST:

Secretary President _____ BY: _____

Business Address _____ Corporate Surety

ATTEST: _____ BY: _____

END OF DOCUMENT 00 42 14.10

NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL

Galveston County

AFFIDAVIT OF NON-DISCRIMINATORY EMPLOYMENT:

This company, Contractor, or Subcontractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by Federal Statutes and rules and regulations issued pursuant thereto in order to maintain and insure non-discriminatory employment practices.

Company

Authorized Representative (Print)

Signature

Date

DOCUMENT 00 42 14.30

NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL

DOCUMENT 00 42 14.40
LIST OF SUBCONTRACTORS

PROJECT:
Juvenile Justice Center
Roof Replacement & Waterproofing

ARCHITECT:
Joiner Architects, Inc.
700 Rockmead, Suite 265
Kingwood, Texas 77339

ARCHITECT'S PROJECT NO. 20013

TO: {Contractor Name}
{Street}
{City, State Zip}

DATE: _____

List Subcontractors and others proposed to be employed on the above Project as required by the
Proposal Documents
(To be filled out by the Contractor and returned to the Architect)

Work/ Division	Firm	Address	Phone	Fax	E-Mail	Representative

(Provide additional sheets as required.)

Manufacturer Certification:

This letter of approval is to certify that _____ Roofing Contractor/Waterproofer, is currently an approved applicator of _____ Roofing & Waterproofing Systems, and is authorized to install the specified Roofing/Waterproofing System.

MANUFACTURER: _____

BY: _____

SIGNATURE _____

TITLE: _____

DATE: _____

Galveston County

PROPOSE TO PROVIDE AND STATEMENT OF NON-COLLUSION:

I/We propose to provide the merchandise and services proposed within this document and if awarded the proposal, do agree to abide by all conditions of the proposal. Furthermore, the undersigned affirms that they are truly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by an employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Company

Authorized Representative (Print)

Signature

Date

DOCUMENT 00 42 14.50

NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL

Galveston County

TEXAS RESIDENCY CERTIFICATION:

In accordance with Article 601g. as adopted by the 1985 Texas Legislature, the following will apply. The pertinent portion of the Act has been extracted and is as follows:

(A) Article 601g. State of Political Contracts for Construction, Supplies, Services, Bids by Nonresident, Section (a) in this Act:

(1) "Government agency of the state" means:

an incorporated city or town, a county, a public school district, a special-purpose district or authority, or a district, county, or justice of the peace court;

(2) "Non-resident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas residential bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(B) The state or governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchase of supplies, material, or equipment to a nonresident bidder unless the non-residents bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located.

I certify that as defined in Article 601g. that:

COMPANY NAME: _____

Yes, I am a Texas Resident Bidder.

No, I am Non-resident bidder.

Company

Authorized Representative (Print)

Signature

Date

DOCUMENT 00 42 14.60

NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL

Galveston County

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
---	--	---

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
	2 Business name/disregarded entity name, if different from above
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate
	4 Exemption codes apply only to certain entities, not individuals; see instructions on page 3: Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Provide an account number outside the U.S.)
	5 Address (number, street, and apt. or suite no.)
	Requestor's name and address (optional)
	6 City, state, and ZIP code
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number	_____ - _____ - _____
or	Employer identification number
	_____ - _____

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ _____	Date ▶ _____
--	---------------------

General Instructions

Section references are to the Internal Revenue Code (unless otherwise noted).

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

DOCUMENT 00 42 14.70

NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL

**DOCUMENT 00 42 14.80
PROPOSAL EVALUATION WAIVER**

By submitting a Proposal, the proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, with regards to acceptance or rejection of any proposals, and recommendation or award of the contract.

NOTE: The Statement of Affirmation Must Be Notarized

STATEMENT OF AFFIRMATION

“The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Firm’s Name: _____ Address: _____

Proposer’s
Name: _____ Position/Title: _____

Proposer’s
Signature: _____ Date: _____

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____, 2020.

Notary Public _____ State of _____

My Commission expires _____

NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL

Galveston County

FORM HB 1295 DISCLOSURE:

Effective January 1, 2016, the Owner must comply with the "Disclosure of Interested Parties" requirements mandated by HB 1295, as implemented by the Texas Ethics Commission. Briefly stated, the Owner may not execute a contract for goods or services that require County approval or exceeding \$1 million until the vendor presents the required form disclosing interested parties to the contract. The Texas Ethics Commission has provided an automated electronic disclosure process that both the Vendor and the Owner will use to comply with the disclosure requirements. Access to the electronic disclosure process will be posted at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and which currently contains a link to FORM 1295.

- I certify that my company has been completed the "Disclosure of Interested Parties" requirements mandated by HB 1295, as implemented by the Texas Ethics Commission, and I have included the notarized copy with my proposal packet.

Company

Authorized Representative (Print)

Signature

Date

DOCUMENT 00 42 15.40

NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL

Galveston County

PROPOSER/OFFEROR CONDUCT:

In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the Architect at the address noted in the RFP. Proposers are specifically directed not to contact any Owners or personnel, other than specified personnel identified in this RFP, for meetings, conferences or technical discussions that are related to the RFP. Unauthorized contact of any Owners or personnel may be cause for rejection of the proposer's RFP response. The decision to select a proposal is solely that of the Owner.

Company

Authorized Representative (Print)

Signature

Date

DOCUMENT 00 42 15.70

NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL

Galveston County

EXCEPTIONS AND CONDITIONS OF THE PROPOSER:

Any deviations from the item specifications must be noted on the proposal sheet for that item and referenced below. Item specification deviation notations appear on the following items:

If there are any exceptions or deviations to the proposal, please state below.

Company

Authorized Representative (Print)

Signature

Date

DOCUMENT 00 42 15.80

NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL

CONFLICT OF INTEREST QUESTIONNAIRE:

Effective January 1, 2006, any person or entity who contracts or seeks to contract the Owner for the sale or purchase of property, goods, or services (as well as agents of such persons) (hereafter referred to as Vendors) are required to file a Conflict of Interest Questionnaire with the Owner. Each covered person or entity who seeks to or who contracts with the Owner is responsible for complying with any applicable disclosure requirements.

The Commissioners for Galveston County are:

County Judge – The Honorable Mark Henry
Commissioner Precinct 1 – The Honorable Darrell Apffel
Commissioner Precinct 2 – The Honorable Joe Giusti
Commissioner Precinct 3 – The Honorable Stephen D. Holmes
Commissioner Precinct 4 – The Honorable Ken Clark

Sec. 176.006 DISCLOSURE REQUIREMENTS FOR VENDORS AND OTHER PERSONS

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.

*****If no Conflict of Interest exists, please write N/A (Not Applicable) in Box 1, and sign and date in Box 7.**

NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received: _____	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p>_____</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		

NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL

DOCUMENT 00 45 23 - AFFIDAVIT OF NON-ASBESTOS, LEAD, AND PCB USE IN PROJECT

Upon completion of this form, return to the Architect upon close-out of the project.

PROJECT: Juvenile Justice Center Roof
Replacement & Waterproofing

ARCHITECT:
Joiner Architects, Inc.
700 Rockmead Dr., Suite 265
Kingwood, TX 77339

ARCHITECT'S PROJECT NO.20013

CONTRACTOR: _____
(Name, address) _____

DATE: _____

AFFIDAVIT

The undersigned affirms and certifies that "to the best of their knowledge and belief asbestos, lead, and PCB containing materials have not been used or incorporated into the Work and lead or lead bearing materials have not been incorporated into potable water systems", including, but not limited to those water systems for drinking fountains, all sinks, showers, bath tubs, residential and commercial kitchen equipment, ice machines, and hose bibbs, as applicable to the project, and that lead sheet flashing used in through roof plumbing penetration applications is the only lead on the Project.

Company

Printed Name

Signature

STATE OF TEXAS)
)
COUNTY OF _____)

Sworn to and subscribed before me at _____, Texas, this the _____ day of _____, 2021.

Notary Public in and for _____ County, Texas

NOTE: THIS DOCUMENT MUST BE EXECUTED AND SUBMITTED AT PROJECT CLOSE-OUT

SECTION 00 45 25 – RELEASE OF LIEN DOCUMENTS

APPENDIX

STATUTORY LIEN WAIVER FORMS

1. **CONDITIONAL WAIVER FOR PROGRESS PAYMENTS**
2. **UNCONDITIONAL WAIVER FOR PROGRESS PAYMENTS**
3. **CONDITIONAL WAIVER FOR FINAL PAYMENT**
4. **UNCONDITIONAL WAIVER FOR FINAL PAYMENT**

[Note: the attached forms are duplicated *verbatim* (without editing) from HB 1456.]

FORM 1: CONDITIONAL WAIVER FOR PROGRESS PAYMENTS

* * * * *

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Juvenile Justice Center Roof Replacement & Waterproofing
Owner: Galveston County

Job No.: 20013

On receipt by the signer of this document of a check from _____

_____ (maker of check)
in the sum of \$ _____

payable to _____
(payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on

the property of _____ (owner)

located at _____ (location)

to the following extent: _____
_____ (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted)

as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s)."

Date: _____

_____ (Company name)

By _____ (Signature)

_____ (Title)

FORM 2: UNCONDITIONAL WAIVER FOR PROGRESS PAYMENTS

* * * * *

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Juvenile Justice Center Roof Replacement & Waterproofing
Owner: Galveston County

Job No.: 20013

The signer of this document has been paid and has received a progress payment in the sum of \$ _____ for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted) on the property of _____ (owner) located at _____ (location) to the following extent: _____

_____ (job description).
The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent: _____

_____ This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to _____ (person) with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date: _____

_____ (Company name)

By _____ (Signature)

_____ (Title)

FORM 3: CONDITIONAL WAIVER FOR FINAL PAYMENT

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: Juvenile Justice Center Roof Replacement & Waterproofing
Owner: Galveston County

Job No.: 20013

On receipt by the signer of this document of a check from _____

_____ (maker of check)

in the sum of \$ _____

payable to: _____

(payee or payees of check)

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of _____

_____ (owner)

located at _____

(location)

to the following extent: _____

_____ (job description)

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to _____

(person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date: _____

_____ (Company name)

By _____ (Signature)

_____ (Title)

FORM 4: UNCONDITIONAL WAIVER FOR FINAL PAYMENT

* * * * *

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: Juvenile Justice Center Roof Replacement & Waterproofing
Owner: Galveston County

Job No.: 20013

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to _____

_____ (person with whom signer contracted)

on the property of _____ (owner)

located at _____ (location)

to the following extent _____ (job description).

The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date: _____

_____ (Company name)

By _____ (Signature)

_____ (Title)

DOCUMENT 00 61 00
INSURANCE AND BONDS

1.1 GENERAL:

- A. Prior to commencement of the Work, Contractor shall cause Certificates of Insurance and copies of all policies required in this Section to be submitted to the Owner by Contractor's insurer(s) evidencing coverage of the types, and for at least the limits, stated below.
 - 1. Certificate form: ACORD 25-S (7/90) accompanied by AIA Document G715 Supplemental Attachment, 2017 Edition.
 - 2. Each Certificate shall be signed by insurer's authorized representative.
 - 3. Certificates shall contain a provision that the policies cannot be cancelled unless 30 days prior written notice has been given to the Owner and the Architect.
 - 4. If spaces are otherwise to be left blank because coverage is not provided, enter "not covered" in the applicable space.
 - 5. Provide an explanation of any policy exclusions and restrictions on the Certificate or a signed attachment thereto.
- B. Subcontractors' Worker's Compensation: Prior to commencement of the Work, Contractor shall obtain from each subcontractor on the Project (or from each subcontractor's insurer), and submit to the Owner, Certificates of Insurance evidencing Workers' Compensation coverage of the respective subcontractor's employees.
- C. Policy Dates: If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the Policy Date or Retroactive Date shall predate the Contract; the Policy Termination date or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2 of the General Conditions.
- D. Insurance and Bonds shall be written by a company or companies acceptable to the Owner and legally qualified to conduct business in the State of Texas. All insurance coverage shall be underwritten by a company or companies rated not less than "A" in Best's latest published guide.
- E. The Owner, Architect and all Consultants listed in the Project Directory Page(s) of the Project Manual shall be listed as additional insureds on the Contractor's policy for this Project.
- F. Include a provision for Waiver of Subrogation against Owner, Architect and the above-mentioned Consultants.
- G. If Contractor requires coverages not herein provided for, Contractor shall effect such insurance by appropriate riders to the policy or policies required above.

- H. Contractor shall deposit all sums received from insurance in an account separate from all other funds and shall distribute it in accordance with such agreement as the parties in interest may reach.
 - I. Copies of AIA forms may be obtained from The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006, or the local AIA chapter.
- 1.2 INSURANCE COVERAGE TYPES AND MINIMUM LIMITS OF LIABILITY
- A. Refer to Document 00 73 00, Supplementary Conditions.

END OF DOCUMENT 00 61 00

SECTION 00 61 10
CONTRACT DOCUMENTS

I. CONSTRUCTION CONTRACT AGREEMENT

- A. The contract for the construction of the project shall be executed by the successful Offeror on the 2017 Edition of AIA Document A101 "Standard Form of Agreement Between Owner and Contractor." Said contract, fully executed, shall be delivered to the Owner within ten (10) days of receipt of said contract. This agreement applies only to the construction of this project.

II. CONDITIONS OF THE CONTRACT

- A. The General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition, as amended by the Owner is hereby specifically made a part of the Contract Documents, whether attached hereto or not; and as supplemented and amended herein, constitutes the General Conditions.
- B. Supplementary Conditions
1. The Supplementary Conditions contain modifications to the General Conditions of the Contract for Construction. AIA Document A201, 2017 Edition, as amended by the Owner. Where any part of that document is modified by Supplementary conditions, the unaltered provisions of the General Conditions shall remain in effect. Refer to Section 00 73 00 for the Supplementary Conditions.

III. AVAILABILITY

- A. Printed copies of these documents may be examined in the Architect's office. AIA Documents may be obtained from the Houston Chapter of the American Institute of Architects, 315 Capitol, Suite 120, Houston, Texas 77002; (713) 520-0155. Copies may also be obtained from local architects' supply stores.
- B. Failure to obtain and examine these documents in no way relieves the Contractor, Subcontractors, Sub-subcontractors, and material suppliers of responsibilities incorporated in the Agreement.

END OF SECTION 00 61 10

DOCUMENT 00 61 13.13
TEXAS STATUTORY PERFORMANCE BOND
(Penalty of this bond must be 100% of contract amount)

Bond No.: _____

KNOW ALL MEN BY THESE PRESENTS, that _____
(hereinafter called the Principal), as Principal, and _____
a corporation organized and existing under the laws of the State of _____
authorized and admitted to do business in the State of Texas and licensed by the State of Texas
to execute bonds as Surety (hereinafter called the Surety), are held and firmly bound unto

_____ (hereinafter called the Obligee) in the amount of _____

Dollars(\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 2020, for

JUVENILE JUSTICE CENTER
ROOF REPLACEMENT & WATERPROOFING
GALVESTON COUNTY

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the Work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 22.53 of the Texas Government code and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this Instrument this _____ day of _____, 2020.

Surety Address

Surety Telephone Number

BY: _____
Principal

BY: _____
Surety
Attorney-in-Fact

DOCUMENT 00 61 13.16
TEXAS STATUTORY PAYMENT BOND
(Penalty of this bond must be 100% of contract amount)

Bond No.: _____

KNOW ALL MEN BY THESE PRESENTS, that _____
(hereinafter called the Principal), as Principal, and _____
a corporation organized and existing under the laws of the State of _____
authorized and admitted to do business in the State of Texas and licensed by the State of Texas
to execute bonds as Surety (hereinafter called the Surety), are held and firmly bound unto

_____ (hereinafter called the Obligee) in the amount of _____

Dollars(\$ _____) for the payment whereof, the said Principal and
Surety bind themselves, and their heirs, administrators, executors, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the
_____ day of _____, 2020, for

JUVENILE JUSTICE CENTER
ROOF REPLACEMENT & WATERPROOFING
GALVESTON COUNTY

which contract is hereby referred to and made a part hereof as fully and the same extent as if
copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
Principal shall faithfully perform the Work in accordance with the plans, specifications and
contract documents, then this obligation shall be void; otherwise to remain in full force and
effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter
22.53 of the Texas Government Code and all liabilities on this bond to all such claimants shall
be determined in accordance with the provisions of said Chapter to the same extent as if it were
copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this Instrument
this _____ day of _____, 2020.

Witness: _____

Witness: _____ BY: _____ Principal

Surety Address BY: _____ Surety

Surety Telephone Number BY: _____ Attorney-in-Fact

**SECTION 00 72 00
GENERAL CONDITIONS**

1.1 GENERAL CONDITIONS OF THE CONTRACT

- A. The General Conditions of the Contract for this Project are stated in the following form, which follows this page.

1. AIA Document A201, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, 2017 Edition, as amended by the Owner.

1.2 SUPPLEMENTARY CONDITIONS

- A. Certain articles of the General Conditions are revised or replaced by requirements of the Supplementary Conditions; see Section 00 73 00. Such revisions or replacements shall take precedence over the General Conditions. All provisions not specifically modified by Supplementary Conditions shall remain in effect.

END OF SECTION 00 72 00

**DOCUMENT 00 73 00 - SUPPLEMENTARY CONDITIONS TO THE CONTRACT
FOR CONSTRUCTION**

The following supplements modify the “General Conditions of the Contract for Construction”, AIA Document A201, Fifteenth Edition, 2017. The portions of the General conditions not modified, supplemented or deleted by these Supplementary conditions shall remain in effect. As appropriate, for purposes of this Request for Proposal, the term “Bid” shall mean “Proposal” and the term “Bidder” shall mean “Offeror” wherever they appear in the Construction Documents.

ARTICLE 1 – GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.3 THE WORK

Add the following sentence at the end of this paragraph:

It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents.

Add Subparagraphs 1.1.8 and 1.1.9 as follows:

1.1.8 NAMES OF PARTIES

The following definitions apply to parties named in the Contract Documents:

.1 Owner:

Galveston County
722 Moody Ave, 5th Floor
Galveston, TX 77550
409-770-5372

.2 Architect

Joiner Architects, Inc.
700 Rockmead, Suite 265
Kingwood, TX 77339
Phone; (281) 359-6401 Fax: (281) 359-6402

1.1.9 BIDDING DOCUMENTS

Bidding documents consist of all documents bound into or referenced in the Project Manual, the Drawings, and Addenda related thereto. The Project Manual contains the Bidding Requirements, Sample Forms, conditions of the Contract, the Specifications and a list of Drawings and Schedules, some of which are bound into the Project Manual (Other Drawings and Schedules are bound separately).

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add subparagraph 1.2.4 as follows:

1.2.4 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities.

- .1 The Agreement.
- .2 Addenda, with those of later date having precedence over those of earlier date.
- .3 The Supplementary Conditions.
- .4 The General Conditions of the Contract for Construction.
- .5 Drawings and Specifications.

In the case of an inconsistency between the Drawings and Specifications or within either Document not clarified by an Addendum, the better quality or greater quantity of Work shall be included in the Bid. Clarifications of the inconsistency will be accomplished with the Contractor after award of Contract and, if necessary, an appropriate reduction in the Contract will be accomplished by Change Order.

Add Paragraph 1.7 as follows:

1.7 MISCELLANEOUS OTHER DEFINITIONS

1.7.1 ABBREVIATIONS

N.I.C.	Not in Contract. Indicating work not required to be done by this Contractor under this agreement.
ACI	AMERICAN CONCRETE INSTITUTE
ADA	AMERICANS WITH DISABILITIES ACT OF 1990
ADAAG	AMERICANS DISABILITIES ACT ACCESSIBILITY GUIDELINES FOR BUILDINGS & FACILITIES
AIA	AMERICAN INSTITUTE OF ARCHITECTS
AIEE	AMERICAN INSTITUTE OF ELECTRICAL ENGINEERS
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION
AISI	AMERICAN IRON AND STEEL INSTITUTE
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
ASA	AMERICAN STANDARDS ASSOCIATION
ASTM	AMERICAN SOCIETY FOR TESTING MATERIALS
AWSC	AMERICAN WELDING SOCIETY CODE
FS	FEDERAL SPECIFICATION
NBS	NATIONAL BUREAU OF STANDARDS
NEC	NATIONAL ELECTRIC CODE
SPR	SIMPLIFIED PRACTICE RECOMMENDATION
TAS	TEXAS ACCESSIBILITY STANDARDS
UL	UNDERWRITERS LABORATORIES, INC.

1.7.2 ADDENDA, ADDENDUM

Documents issued by the Architect prior to execution of the Owner Contractor Agreement that modify or clarify the Bidding Documents. All addenda become a part of the Contract Documents.

1.7.3 ALTERNATE BID(S)

A separate amount which, if accepted by the Owner, will be added to or deducted from the Base Bid. If accepted, the work that corresponds to the alternate bid will become part of the agreement between Owner and Contractor. Alternate bids shall remain valid for the same period of time as the Base Bid after receipt of bids, regardless if an Owner Contractor Agreement has been executed, unless indicated otherwise herein.

1.7.4 APPROVED, APPROVED EQUIVALENT, APPROVED EQUAL, OR EQUAL

The terms Approved, Approved Equivalent, Approved Equal, and Or Equal, relate to the substitution of products or systems approved in writing by the Architect. Refer to Paragraph 3.19, Substitution of Products and systems, for procedures which must be followed after award of contract. The substitution procedure process to be followed prior to receipt of bids is described in the Instructions to Bidders.

1.7.5 BASE BID

The Contractor's bid for the Work, not including any Alternates.

1.7.6 CONTRACT TIME

The period of time including Anticipated Weather Days, which is established in the Contract Documents for Substantial Completion of the Work. This period of time is subject to authorized adjustments for Unanticipated Weather Days and other Calendar Day extensions of time as enumerated in the Contract Documents.

1.7.7 DATE OF AGREEMENT

The date the Owner formally awards a Contract for Construction of the Work. This date will be inserted in the first page of the Agreement Between Owner and Contractor and shall be referenced in Performance Bond and Payment Bond forms. See also Date of Commencement of Work.

1.7.8 DATE OF COMMENCEMENT OF THE WORK

The date indicated in the written Notice to Proceed delivered to the Contractor.

1.7.9 DATE OF FINAL COMPLETION

The end of construction. See AIA Document A201, paragraph 9.10.

1.7.10 DAY

The following days are referenced in the documents:

- .1 Calendar Days: The days of the Gregorian Calendar. The Contract Time is established in Calendar Days. Extensions of time granted for Regular Work Days lost, if any, will be converted to Calendar Days.
- .2 Holidays: The days officially recognized by the construction industry in this area as a holiday; normally limited to the observance days of New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the day after, and Christmas Day.
- .3 Regular Work Days: All calendar days except holidays, Saturdays, and Sundays. Requests for extensions of time shall be requested on the basis of Regular Work Days, and those days, if approved, will be converted to calendar days by multiplying by a factor of one and four-tenths (1.4).
- .4 Anticipated Weather Days: An allowance of Regular Work Days established as probable days lost due to weather delays; said allowance to be included in the Contractor's proposed Completion Time on his Bid Form.
- .5 Weather Days: Regular Work Days when rain, flooding, snow, unusually high winds, excessively wet grounds, or similar circumstances prevent progress on major portions of the Work. The Contractor will be entitled to an extension of the Contract Time for the net additional time, if any, which result from deducting the amount of Anticipated Weather Days from the total amount of Weather Days.
- .6 Net Weather Days: The difference in working days between Anticipated Weather Days and Weather Days.

1.7.11 NOTICE TO PROCEED

A notice that may be given by the Architect on behalf of the Owner to the Contractor that directs the Contractor to start the Work. It may also establish the Date of Commencement of the Work.

1.7.12 PROVIDE

Whenever the word "provide" is used in these documents, it shall mean the same as "furnish and install".

1.7.13 PUNCH LIST

A comprehensive list prepared by the Contractor prior to Substantial Completion to establish all items to be completed or corrected; this list may be supplemented by the Architect or Owner. See AIA Document A201, Paragraph 9.8.

1.7.14 UNIT PRICES

A cost for a unit of work as described in the Contract Documents. The Owner may add or deduct Unit Price work at the amounts provided and such amounts shall not be subject to additional mark up by the Contractor or his subcontractors.

ARTICLE 2 – OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

Delete Subparagraph 2.2.5 in its entirety and replace it with the following:

2.2.5 The Contractor will be furnished free of charge 10 copies of Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage, and handling.

Add Paragraph 2.5 as following:

2.5 OWNER’S LACK OF LIABILITY TO THIRD PARTY

2.5.1 The Owner is not responsible for the acts and/or omissions of, or contractually involved with, any subcontractors, suppliers of labor materials, and/or their respective employees or agents or any other third-party claimants. Such claimants shall not constitute third party beneficiaries under this contract. The Contractor and/or his Surety solely shall deal with, take responsibility for, and be liable to such parties under this Contract.

Add Paragraph 2.6 as follows:

2.6 OWNER’S RIGHT TO OCCUPY THE PROJECT

2.6.1 The Owner shall have the right to occupy or use without prejudice to the right of either party, any completed or largely completed portions of the project, notwithstanding the time completing the entire work or such portions may not have expired. Such occupancy and use shall not constitute acceptance of any work not in accordance with the Contract Documents.

2.6.2 If such prior use delays the completion of the Project, the Contractor shall be entitled to extension of time, claim for which shall be made in writing with supporting data attached.

2.6.3 Refer to Article 11, Insurance and Bonds, regarding property insurance requirements in the event of such occupancy.

ARTICLE 3 – CONTRACTOR

3.1 GENERAL

Add Subparagraph 3.1.4 as follows:

3.1.4 The Contractor must be fully qualified under any state or local licensing laws for Contractors in effect at the time and at the location of the work. The Contractor is responsible for determining that all of his subcontractors and prospective subcontractors are duly licensed in accordance with the law.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Add Subparagraphs 3.2.4, 3.2.5, 3.2.6 and 3.2.7 as follows:

3.2.4 The Contractor shall not be entitled to additional compensation for the “rework portion” of any additional work caused by his failure to carefully study and compare the contract documents prior to execution of the work.

3.2.5 The Contractor shall make a reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor’s field superintendent’s personal inspection of the work and his determination that the work complies with the Contract Documents.

3.2.6 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or his Consultants to expend an unreasonable amount of time in the discharge of duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect’s additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to Articles 3.2.5, 3.2.6, and 3.12 before additional services are performed.

3.2.7 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor’s ability to satisfactorily perform the work or to honor his Warranty, he shall promptly notify the Architect in writing, providing substantiation for his position. Any necessary changes, including substitutions of materials, shall be accomplished by appropriate Modification.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add Subparagraph 3.3.4 as follows:

3.3.4 The Contractor is especially cautioned to coordinate the routing of mechanical and electrical items prior to commencing these operations.

3.5 WARRANTY

Add Subparagraphs 3.5.2, 3.5.3 and 3.5.4 as follows:

3.5.2 In the event of failure of a specified product, either during construction or the warranty period, the Contractor shall take appropriate measures with the manufacturer of the product to assure correction or replacement of the defective products.

3.5.3 Refer to General Contractor Guarantee and Subcontractor Guarantee forms included under Section 01 77 00, Construction Contract Close Out which will be required prior to final payment.

3.5.4 Approximately eleven months after Substantial Completion, the Contractor shall accompany the Owner and Architect on an end of the one year Warranty period re-inspection of the Project. Additional deficiencies observed or reported shall be corrected by the Contractor.

3.6 TAXES

Add Subparagraph 3.6.2 as follows:

3.6.2 In accordance with Section 151.311 of the Texas Tax Code, the Owner is exempt from all sales tax on the purchase of tangible personal property under Section 151.309 of the Texas Tax Code. The Owner will issue certificates of Exemption from sales tax on tangible personal property furnished by the Contractor on this construction project. The Contractor shall issue Certificates of Resale to their subcontractors and suppliers in order to avoid payment of any sales tax on materials incorporated into this project. Failure of the Contractor to issue Certificates of Resale to the subcontractors and suppliers shall make the Contractor responsible for absorbing the tax. Refer to Section 151.311 of the Texas Tax Code for the definition of tangible personal property.

3.7 PERMITS, FEES, AND NOTICES

At Subparagraph 3.7.1, add the following subparagraphs:

- .1 The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments, tap charges, and similar utility connection charges.
- .2 The Contractor shall be responsible for obtaining and paying for all City and County Building Permits, Inspection Fees and Plan Checking Fees; temporary utility charges, and water meter charges and any other similar fees assessed by jurisdictional authorities having control over this Project.
- .3 Fees payable to "A Registered Accessibility Specialist" for document review relative to the Elimination of Architectural Barriers Act shall be paid by the Owner and the Architect will submit the documents to "A Registered Accessibility Specialist" for review and approval (As Applicable).

3.8 ALLOWANCES

Delete Paragraph 3.8 in its entirety. Refer to Section 01 21 00, Allowances.

3.9 SUPERINTENDENT

Add Subparagraph 3.9.2 as follows:

3.9.2 The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Contractor. No increase in Contract Time or Contract Sum shall be allowed in the event the Owner or Architects object to any nominated superintendent.

3.95 The Superintendent shall remain on the project full time until Final Payment is issued.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

Add Subparagraph 3.10.4 as follows:

3.10.4 The Contractor shall submit to the Architect, with each monthly Application for Payment, a copy of the progress schedule updated to reflect the current status of the project. The Contractor shall take whatever action necessary to assure that the project completion schedule is met.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add Subparagraph 3.11.2 as follows:

3.11.2 The Contractor shall post all Addenda on Construction Documents prior to commencing work in the site.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

At Subparagraph 3.12.5, add the following subparagraphs:

- .1 If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent resubmittal. Additional service charges as outlined in 3.2.6 may be charged by the Architect in this event.
- .2 The Architect will take no action on Shop Drawings, Product Data, and Samples that have not first been certified, by stamped, signed notation, as having been checked and approved by the Contractor for use in the Work, or that are not specifically required by the Contract Documents.

At Subparagraph 3.12.7, correct the work “approved” to read “accepted”.

At Subparagraph 3.12.8, correct “Architect’s approval” to read “Architect’s acceptance”.

At Subparagraph 3.12.9, correct “Architect’s approval” to read “architect’s acceptance” and add the following paragraph:

- .1 Deviation from the requirements of the Contract Documents indicated on Shop Drawings, Product Data, and Samples, does not constitute the required notification “in writing”.

Add Subparagraphs 3.12.11 and 3.12.12 as follows:

3.12.11 The Contractor shall submit complete Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least 15 days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the contract for construction.

3.12.12 The Contractor shall submit the number of copies of Shop Drawings, Product Data, Samples and similar submittals which the Contractor and his subcontractors need for their use plus two additional sets for the Architect and one additional set for each of the Architect’s consultants involved with the particular section of work. Where shop drawings are involved, submit two opaque prints of the shop drawing for the Architect plus one additional opaque print for each of the Architect’s consultants involved with the particular section of work. The shop drawings will be marked by the Architect and/or his consultants and returned to the Contractor for his use, distribution, correction or resubmittal as required. After final review and correction of the submittal, the Contractor shall send two corrected sets to the Architect, and one to the

Architect's consultants involved with the particular section of work.

3.15 CLEAN UP

Add Subparagraph 3.15.3 as follows:

3.15.13 Prior to the Architect's inspection for Substantial Completion, the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

3.18 INDEMNIFICATION

Delete Subparagraphs 3.18.1 and 3.18.2 in their entirety and replace them with the following:

3.18.1 To the fullest extent permitted by applicable law, Contractor shall and does indemnify, protect, defend and hold harmless the Owner, Architect and their respective officers, directors, trustees, shareholders, employees and agents (collectively the "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, (A) of any nature, kind or description of any person or entity, including any governmental agency or authority, directly or indirectly arising out of, caused by, or resulting from (in whole or in part), (1) the Work performed hereunder, or any part thereof, or (2) any act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control or exercise control over, including any of the foregoing caused in whole or in part by the negligence of any Indemnitee or (B) brought by or on behalf of any employee of Contractor or any Subcontractor (collectively the "Liabilities").

THE CONTRACTOR'S OBLIGATION TO SO INDEMNIFY OWNER AND THE INDEMNITEES SHALL INCLUDE INDEMNIFICATION FOR ANY OF SUCH MATTERS CAUSED IN WHOLE OR IN PART BY THE CONCURRENT OR JOINT NEGLIGENCE OF OWNER OR ANY INDEMNITEE.

Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner (and other indemnitees) and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner; provided however, that Owner shall have right, at its option, to be represented therein by advisory counsel of its own selection and at its own expense. In the event of failure by Contractor to fully perform in accordance with this indemnification paragraph, Owner, at its option, and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by Owner in that event shall be reimbursed by Contractor to Owner, together with interest on the same from the date any such expense was paid by Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments under the laws of the State of Texas. This indemnification shall not be limited to damages, compensation or benefits payable under insurance policies, workers' compensation acts, disability benefits acts or other employees' benefits acts.

3.18.2 It is understood and agreed that Subparagraph 3.18 above is subject to, and expressly limited by, the terms and conditions of TEX. CIV. PRACT. & REM. CODE ANN. 130.001-130.005 (Vernon Supp. 1989), as amended or modified, or any successor statute. Contractor shall not be obligated under Subparagraph 3.18 to indemnify or hold harmless Architect or any agent, servant of employee of Architect from liability or damage that:

- .1 is caused by or results from:
 - (a) defects in plans, designs or specifications prepared, approved or used by the Architect; or
 - (b) negligence of the Architect in the rendition or conduct of professional duties called for or arising out of the Contract Documents and the plans, designs or specifications that are a part of the Contract Documents; and
- .2 arises from:
 - (a) personal injury or death;
 - (b) property injury; or
 - (c) any other expense that arises from personal injury, death or property injury.

3.18.3 It is agreed with respect to any legal limitations, now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 3.18, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

Add Paragraphs 3.19, 3.20, 3.21 and 3.22 as follows:

3.19 SUBSTITUTIONS OF PRODUCTS AND SYSTEMS, "OR EQUAL" BRANDS

3.19.1 The materials, products, and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products, or systems provided that same meets the requirements of the particular project and have been approved in an addendum as a substitution prior to the submission of bids. If prior written approval in an addendum has not been obtained, it will be assumed that the Bid is based upon the materials, products, and systems described in the Bidding Documents and no substitutions will be permitted, except as provided hereinafter.

3.19.2 If, after award of contract, the Contractor or one of his Subcontractors or Suppliers determines that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Warranty, the Contractor shall promptly notify the Architect, in writing, providing detailed substantiation for his position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in Contract Sum, either upward or downward, if any shall be accompanied by appropriate Modification.

3.19.3 Substitution requests shall be submitted on the forms included herein and in accordance with the process established in Section 01 25 13 - Product Substitutions.

3.20 RECORD DRAWINGS

3.20.1 At the completion of the project, the Contractor shall submit one electronic file (AutoCAD & Adobe Acrobat (current version) acceptable to the Owner) containing all of the drawings showing all changes made during bidding and construction and one set of opaque reproduces printed from this "record set".

3.21 PREVAILING WAGE RATES

3.21.1 No employee used in this construction may be less than a minimum wage rate provided herein. Refer to Document 00 73 43 – Prevailing Wage Rates.

3.22 ANTITRUST VIOLATIONS

3.22.1 To permit the Owner to recover damages suffered in antitrust violations, the Owner-Contractor Agreement shall include the following wording, "Contractor hereby assigns to Owner any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 U.S.C.A., Section 1 et. seq. (1973)". The Contractor shall include such provisions in agreements with Sub-Subcontractors and Suppliers.

ARTICLE 4 – ADMINISTRATION OF THE CONTRACT

4.3 CLAIMS AND DISPUTES

4.3.2 Correct "21 days" to read "90 days".

4.3.4 Correct "21 days" to read "90 days".

4.4 RESOLUTION OF CLAIMS AND DISPUTES

Delete all references to arbitration.

Delete Subparagraph 4.4.6 in its entirety.

4.5 MEDIATION

4.5.1 Delete reference to "as a condition precedent to arbitration".

Delete Subparagraph 4.5.2 in its entirety and replace it with the following:

4.5.2 The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

Delete Paragraph 4.6 in its entirety and all references to Arbitration.

ARTICLE 5 – SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF WORK

Delete Subparagraph 5.2.1 in its entirety and replace it with the following:

5.2.1 As soon as practicable after Award of the Contract, but no later than 10 days prior to the submittal date for the Contractor's first Application for Payment, the Contractor shall furnish the Owner and Architect, in writing, a list of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The list shall include the name, address, and telephone and fax numbers, and contact person for each Subcontractor and/or Supplier. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection. Failure of the Contractor to submit the subject names in a timely manner will delay processing of the Contractor's Application for Payment.

At Subparagraph 5.2.4, add the following sentence:

Prior to such change the Contractor shall notify the Architect of his intent and reasons for such proposed changes.

ARTICLE 7 – CHANGES IN THE WORK

Add paragraph 7.5 as follows:

7.5 ALLOWABLE MARKUPS FOR CHANGES IN THE WORK

7.5.1 In Subparagraphs 7.2.2, 7.3.3, and 7.3.6 the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

- .3 For the Contractor, for work performed by the Contractor's own forces, a maximum total markup of 10 percent of the actual cost.
- .4 For the Contractor for Work performed by the Contractor's Subcontractor(s), 5 percent of the amount due the Subcontractor(s).
- .5 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, a maximum markup of 10 percent of the actual cost.
- .6 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 5 percent of the amount due the Sub-subcontractor.
- .7 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.
- .8 In order to facilitate checking of quotations for extras or credits, all proposals of Contractors, Subcontractors, and Sub-subcontractors, (except those so minor that their propriety can be seen by inspection), shall be accompanied by complete and detailed work sheets showing itemization of costs including labor, materials, and other costs.

ARTICLE 8 – TIME

8.1 DEFINITIONS

Delete subparagraph 8.1.2 in its entirety and replace it with the following:

8.1.2 Unless agreed otherwise, the date inserted on the Agreement form and the Date of Commencement of the Work shall be as follows:

- .1 The date inserted on the first page of the Agreement form will be the date the Owner formally awards the Contract. As soon as feasible after receipt of Bids, the Architect will present Agreement forms to the Contractor for his review and signature. The Contractor will be allowed a maximum of five (5) days from the date the prepared Agreements are presented to him to: 1) obtain the required bond forms and insurance certificates and, 2) return the executed Agreements and supporting documents to the Architect for transmittal to the Owner for his final review and execution.
- .2 The Date of Commencement of the Work: Refer to Subparagraph 1.6.8.

8.2 PROGRESS AND COMPLETION

8.2.1 Delete subsection 8.2.1; substitute the following:

Time is of the essence and completion of the Work must be within the time stated in the contract subject to such extensions as may be granted under Section 8.3. The Contractor agrees to commence work no later than ten days after date of issuance of the written Notice to Proceed and to substantially complete the project within the time stated in the contract.

The Contract Time is the calendar days from date of written Notice to Proceed stated in the Contract, subject to such extensions as are authorized as stipulated in the Conditions of the Contract including these Supplementary Conditions.

8.3 DELAYS AND EXTENSIONS OF TIME

Delete Subparagraph 8.3.1 in its entirety and replace it with the following:

8.3.1 If the Contractor is delayed at any time in the progress of the work by any act of neglect of the Owner or the Architect, or by an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delays in deliveries, unavoidable casualties, Net Weather Days, or other causes beyond the Contractor's control, or by other causes which Architect determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect and Owner may determine.

Add Subparagraphs 8.3.4, 8.3.5, 8.3.6 and 8.3.7 as follows:

8.3.4 Extensions of time granted for causes described herein will be granted on the basis of 1.4 Calendar Days extension for each Regular Working Day lost, except as modified by the

provisions contained herein related to Anticipated Inclement Weather days.

8.3.5 Contractor shall include in his proposed Contract Time an allowance of Anticipated Inclement Weather Days in accordance with the following schedule:

Number of Anticipated Inclement Weather Days to be included in Bid Completion Time (These are regular working days).

January.....3	April.....2	July.....4	October.....3
February.....4	May.....5	August.....4	November.....5
March.....4	June.....6	September.....4	December.....4

8.3.6 Weather Days shall be as described in Subparagraph 1.6.11.6. If such situations occur in more than the number of Anticipated Inclement Weather Days included in the Bid Completion Time and if those additional days prevent the Contractor from performing critical portions of the scheduled Work, extensions of time caused by inclement weather may be requested as enumerated hereinafter.

8.3.7 At the beginning of each month, the Contractor shall submit a monthly status report showing 1) the scheduled number of Anticipated Inclement Weather Days for the particular month, 2) the actual Weather Days requested, and 3) the Net Weather Days (plus, minus, or no change). At times deemed appropriate by the Architect or when requested in writing by the Contractor, the Contract Time will be adjusted by Change Order if the total of Net Weather Days is substantially greater than 0. If the Contractor fails to submit said monthly status report, it will be assumed that none of the Anticipated Inclement Weather Days were used for that month and they shall accumulate for possible future offset against Net Weather Days; however, if at the end of the project all Anticipated Inclement Weather Days have not been used, the Contract Completion Time will not be reduced. An example of the monthly schedule to be submitted is as follows:

Month	Anticipated	Weather Days (Regular) Actual Requested	Net
January	3	8	5
February	4	0	-4
March	4	2	-2
April	2	2	0
May	5	7	2
June	6	10	4
TOTALS	24	29	5

Using this example (and assuming that all requested days were approved), there were 5 Net Weather Days (regular working days) for the first six months of the project and the extension of Contract Time would be 7 calendar days (5 working days x 1.4 = 7 calendar days).

Add paragraph 8.4 as follows:

8.4 LIQUIDATED DAMAGES

The work to be performed under this Contract shall begin upon receipt of the Notice to Proceed, and shall be substantially completed within the amount of calendar days stipulated in the Contract Documents, or by such dates thereafter as may be established by any written extensions granted under Article 8 of the General Conditions. The parties hereto agree that time is of the essence to this Contract, and that the pecuniary damages that would be suffered by the Owner, if the Contractor does not substantially complete all work called for in the Contract Documents by the specified date, are of their very nature difficult of ascertainment. It is therefore expressly agreed that as part of the consideration inducing the Owner to execute this Contract, that the Owner will deduct from any final payment made to the Contractor a sum equal to \$500.00 per day for each and every calendar day beyond the agreed date which the CONTRACTOR shall require for substantial completion of the work included in this Contract. It is also expressly agreed that if the CONTRACTOR does not complete all punch list items within 60 days of submitting the punch list, the OWNER will deduct from any final payment made to the CONTRACTOR an additional sum equal to \$100.00 per day for each and every calendar day beyond the 60 days given to the CONTRACTOR to complete the punch list items. It is also expressly agreed between the parties that in its sole discretion, the OWNER may contact the CONTRACTOR'S bonding company in the event that the OWNER believes that its rights under the performance bond related to the Project may be invoked. It is further understood that the above-referenced sums per day are agreed upon by the parties as a fair estimate of the pecuniary damages that will be sustained by the Owner in the event that the work is not substantially completed within the agreed upon time or the punch list is not completed in a timely manner. These sums shall be considered as liquidated damages only, and in no sense shall be considered a penalty, said damage being caused by additional compensation to personnel, loss of interest on money, inconvenience, disruption of the facility function, moving costs, loss of building use, and other miscellaneous increased costs, all of which are difficult of exact ascertainment.

8.4.1 The Owner's use of the Substantially Complete facilities shall not be disrupted or prohibited in any way. Failure to complete and close-out the Project within 90 days after the scheduled Substantial Completion date will result in liquidated damages being assessed in the amount of \$100.00 per day. If the CONTRACTOR is delayed through no fault of the OWNER, and Substantial Completion is not achieved by the agreed contract completion date, the PROJECT close-out period of 90 days will not be extended by the number of days of delay past the actual Substantial Completion date and will remain based upon the agreed contract completion date. The CONTRACTOR will be assessed any liquidated damaged amount for each day past such date, and such liquidated damages will be deducted from the final payment to the CONTRACTOR.

ARTICLE 9 – PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add Subparagraph 9.2.2 as follows:

9.2.2 The Schedule of Value shall be prepared and submitted as stipulated in

Section 01 25 00 – Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

Delete Subparagraph 9.3.2 in its entirety and replace it with the following:

9.3.2 Payments will be made on account of materials or equipment that are suitably stored at some off site location meeting the following conditions:

- .1 The location must be agreed to, in writing, by the Owner and Surety.
- .2 The location must be a bonded warehouse.
- .3 Surety must agree, in writing, to each request for payment.
- .4 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off site location.

Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance (naming the Owner as insured) and transportation to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

Add Subparagraph 9.3.4 as follows:

9.3.4 The Contractor shall submit requests for payment in quadruplicate, on or before the 15th day of each month, using AIA Document G702, Application and Certificate of Payment, as the cover sheet. Continuation sheets showing in detail the amounts requested, etc., shall be submitted using AIA Document G703, Continuation Sheet, or a computerized version of these documents previously approved for use. The information provided on the continuation sheets in the Description of the Work and Scheduled Values columns shall match the corresponding information shown on the approved Schedule of Values. All blank spaces on AIA Document G702, Application and Certificate of Payment, must be completed and the signatures of the Contractor and Notary Public shall be original on each form. By submitting his application for payment, the Contractor certifies that the individual signing the application is authorized to do so.

9.6 PROGRESS PAYMENTS

Delete Subparagraph 9.6.1 in its entirety and replace it with the following:

9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make progress payments in accordance with the following subparagraph which shall be inserted as Article 5, Progress Payments, in the Owner-Contractor Agreement, AIA Document A101, 2017 Edition.

Based upon the applications for payment and supporting documents submitted to the Architect by the Contractor and certification of the amount payable by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

- .1 Not later than twenty-five (25) days following the end of the period covered by the

Application for Payment, ninety-five percent (95%) of the portion of the Contract sum properly allocable to labor, materials, and equipment incorporated in the Work and ninety-five (95%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing (subject to the conditions listed in Article 9.3.2 of the Supplementary Conditions to the Contract for Construction), for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner.

- .2 Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

At Subparagraph 9.6.2, add the following sentence after the first sentence:

More specifically, if only five percent (5%) retainage is withheld by the Owner on payments to the Contractor, then the Contractor shall withhold only five percent (5%) retainage on payments to subcontractors; and subcontractors shall withhold only five percent (5%) retainage on payments to sub-subcontractors.

9.7 FAILURE OF PAYMENT

- 9.7.1 Delete "or awarded by arbitration".

9.8 SUBSTANTIAL COMPLETION

- 9.8.1 Add the following to Subparagraph 9.8.1

The following items are a partial list of requirements, as applicable, to the Project, that must be completed prior to established Substantial Completion.

- .1 All roofing work complete.
- .2 All waterproofing work complete.
- .3 All exterior clean-up must be complete.
- .4 All Owner demonstrations must be completed.
- .5 A final Certificate of Occupancy must be signed by the Contractor and delivered to the Owner.

At Subparagraph 9.8.2, add the following sentence:

Should the Architect determine that the Contractor's List of Items to be Completed or Corrected lacks sufficient detail or requires extensive supplementation, the list will be returned to the Contractor for revision, and the inspection for determining the Date of Substantial Completion will be delayed until the List submitted is a reasonable representation of the work to be done. The Architect, with the Owner's consent, shall have the final authority to determine Substantial Completion.

Add Subparagraphs 9.8.6 and 9.8.7 as follows:

9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met:

- .1 All inspections by governmental authorities having jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect.
- .2 All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

9.8.7 After the date of Substantial Completion of the Project is evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of sixty (60) days, unless extended by mutual agreement or provision of the Contract, within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of the contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In this report, the Contractor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Article 14.2. Additional costs of the Owner, Architect, and other consultants incurred because of the Contractor's failure to complete the correction of deficiencies within 60 days after the date of Substantial Completion (unless extended by mutual agreement or provision of the Contract) will be deducted from the funds remaining to be paid to the Contractor.

- .1 Should corrective work following Substantial Completion require more than one reinspection after notification by the Contractor that corrections are complete, the cost of subsequent inspections may also be deducted from the Contract funds remaining unpaid to the Contractor.

9.10 FINAL COMPLETION AND FINAL PAYMENT

At Subparagraph 9.10.2, add the following sentence:

Prior to final payment, the Contractor shall meet all of the requirements of Section 01 77 00, Construction Contract Close out.

Add Subparagraph 9.10.6 as follows:

9.10.6 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner, to the Contractor, thirty-one (31) days after Substantial Completion of the work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has been completed, the Contract fully performed, all of the requirements of Section 01 77 00, Construction Close Out are met, and the final Certificate for Payment has been issued by the Architect. The final payment will not be made until all of these conditions are met.

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

10.3 HAZARDOUS MATERIALS

Add Subparagraphs 10.3.4 and 10.3.5 as follows:

10.3.4 The use of any construction process or the installation of any materials containing the hazardous materials listed in paragraph 9.3 of Instructions to Bidders is strictly prohibited on this project.

10.3.5 As part of the construction contract close out process, and prior to receiving payment of any of the retainage, the Contractor and certain of his subcontractors shall submit notarized statements pertaining to the above referenced hazardous materials. Refer to Section 01 77 00, Construction Contract Close Out.

ARTICLE 11 – INSURANCE AND BONDS

11.1 CONTRACTOR’S LIABILITY INSURANCE

At Subparagraph 11.1.1, add the following subparagraphs:

- .9 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 - .1 Premises Operations (including X, C, and U coverages)
 - .2 Independent Contractors
 - .3 Products and Completed Operations
 - .4 Personal Injury Liability with Employee Exclusion deleted
 - .5 Contractual, including specified provision for Contractor’s obligation under Paragraph 3.18
 - .6 Owned, non-owned and hired vehicles
 - .7 Broad Form Property Damage including Completed Operations
 - .8 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

At Subparagraph 11.1.2, delete the first sentence in its entirety and replace it with the following:

The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits or the limits required by law, whichever coverage is greater:

- .1 Workers’ Compensation:
 - (a) State: Texas - Statutory
 - (b) Applicable Federal – Statutory
 - (c) Employer’s Liability
 - \$1,000,000 per Accident
 - \$1,000,000 per Disease, Policy Limit
 - \$1,000,000 per Disease, Each Employee

.2 Commercial General Liability minimum insurance limits:

General Liability

(a) Bodily Injury and Property Damage Combined:

\$1,000,000 Each Occurrence

\$2,000,000 Aggregate

(b) Damage to rented premises

\$100,000 each occurrence

(c) Medical Expenses

\$10,000 any one person

(d) Personal and Adv. Injury

\$1,000,000 each occurrence

\$1,000,000 aggregate

(e) General Aggregate

\$2,000,000 aggregate

(f) Products & Completed Operations

\$1,000,000 each occurrence

\$1,000,000 aggregate

- Shall be maintained for at least one year after Substantial Completion and certificates shall be filed with the OWNER during this period.

- Property Damage Liability Insurance shall provide X, C, and U coverage.

- Broad Form Property Damage Coverage shall include Completed Operations.

Commercial Auto Liability (covering all owned, non-owned and hired vehicles)

(a) \$1,000,000 combined single limit each accident

Excess/Umbrella Liability

(a) \$2,000,000 limit required over Commercial General Liability, Automobile Liability and Worker's Compensation

Builder's Risk or Installation Floater

(a) C212 written in the name of the OWNER (or additional insured endorsement if blanket policy)

(b) Coverage for full insurable value of the work

(c) Endorsed allowing OWNER occupancy prior to completion

(d) Waiver of subrogation as to the CONTRACTOR, SUB-CONTRACTORS, OWNER and employees and representatives

(e) Receipt of the original policy

.3 OWNER'S and CONTRACTOR'S Protective Liability Insurance (OPLI):

Naming the OWNER as the insured

(a) \$1,000,000 each occurrence

(b) \$1,000,000 aggregate

Endorse to include officers and employees of OWNER, ARCHITECT, and ENGINEER

Written by the same insurance company as the Commercial General Liability policy

If this requirement is redundant, insurance broker must provide a letter that the General Liability policy will cover the same items that the OWNER Protective Liability Insurance would cover. A copy of the letter must be maintained with the contract documents.

- .4 Insurance Company Values and Size
 - (a) Best rating of A or better required.
- .5 Cancellation Notice: 30 day cancellation notice required on all policies
- .6 Bonds
 - (a) Payment Bond (100% of Contract amount for contracts \$25,000 or over)
 - (b) Performance Bond (100% of Contract amount for contracts \$100,000 or over)

At Subparagraph 11.1.3, add the following sentence:

Proof of insurance shall be evidenced on 1) an original ACORD Certificate of Insurance 25-S (7/90) and 2) an original Supplemental Attachment for ACORD Certificate of Insurance 25-S (7/90), AIA Document G715-1991, each with an original signature of the Authorized Representative. Policy exclusions and/or restrictions should be clearly explained on the Certificate or in an attached letter from the issuing agency. Blank areas on the Certificate should have "not covered" written across the printed areas when coverage is not provided.

Add Subparagraph 11.1.5 as follows:

11.1.5 Insurance shall be underwritten by a company rated not less than A in Best's latest published guide.

11.5.6 Also reference Special Conditions Agreement Part A under Section 00 61 00.

11.2 OWNER'S LIABILITY INSURANCE

Delete Subparagraphs 11.2.1 in its entirety and replace it with the following:

11.2.1 The Contractor shall be responsible for purchasing and maintaining Owner's Protective Liability Insurance naming the Owner as insured with the stated limit to be per occurrence as primary limit (combined single limit, irrespective of whether occurrence consists of personal injury, death, property damage, or combination thereof). The policy shall cover the work to be performed for the Owner by the Contractor and all subcontractors. The definition of insured in the policy shall be endorsed to include officers, employees of the Owner, while acting within the scope of employment or function for the Owner with respect to the work performed by the Contractor; the project architect and his consultants, as listed in the Bidding Documents, shall also be included as additional insureds. The policy shall be written with the same company as the Comprehensive General Liability policy.

Limits: \$1,000,000

Add Subparagraph 11.2.2 as follows:

11.2.2 Refer to subparagraph 11.1.4 for additional requirements that apply to this paragraph also.

11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

Delete paragraph 11.3 in its entirety.

11.4 PROPERTY INSURANCE

Delete Subparagraphs 11.4.1 through 11.4.10 in their entirety and replace them with the following:

11.4.1 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles. Such property insurance shall be maintained until final payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to be covered, whichever is earlier. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

11.4.2 Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's services and expenses required as a result of such insured loss. This insurance is not intended to cover machinery, tools or equipment owned or rented by the Contractor which are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment. Coverage of other perils shall not be required unless otherwise provided in the Contract Documents.

11.4.3 The property insurance shall include an endorsement allowing Owner occupancy and the insurance shall not be altered on account of partial occupancy prior to final completion.

11.4.4 If the property insurance requires minimum deductibles and such deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of such deductibles.

11.4.5 This property insurance shall cover portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also portions of the Work in transit.

11.4.6 Before any exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by this Paragraph 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner.

11.4.7 The Owner or Contractor waive all rights against 1) each other and any of their

subcontractors, sub-subcontractors, agents and employees, each of the other and 2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Paragraph 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.4.8 A loss under the Contractor's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insured, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4.9 If required in writing by a party in interest, the owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made, replacement of damaged property shall be covered by appropriate Change Order.

11.4.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

11.5 PERFORMANCE BOND AND PAYMENT BOND

Add Subparagraphs 11.5.3, 11.5.4 and 11.5.5 as follows:

11.5.3 The Performance Bond Form and The Payment Bond Form included herein shall be executed and submitted to the Architect in duplicate prior to commencement of the work. The surety companies must be acceptable to the Owner and licensed admitted carriers in the State of Texas; and the companies must appear in a current Federal Treasury list as Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies.

11.5.4 Each bond shall be of penal sum equal to 100% of the Contract Sum and shall be compatible with the provisions of the governing authority. The Contractor shall file copies of each bond with the county clerk and furnish the Owner with a file receipt. The bonds shall remain in force throughout the warranty period of the contract. The Work will not be started until the bonds and issuing companies have been accepted as satisfactory by the Owner. The original bonds will be delivered to the Owner with an authorized power of attorney attached.

11.5.5 Claims must be sent to the Contractor and his Surety in accordance with Article 5160, Revised Civil Statutes. The Owner will furnish in accordance with such Article, a copy of the

Payment Bond as provided therein to claimants upon request. All claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such Contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or his Surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts not such responsibility because of any representation by any agent or employee.

Add Paragraph 11.6 as follows:

11.6 WORKER'S COMPENSATION INSURANCE COVERAGE

11.6.1 Comply with the requirements of Rule 28, TAC §110.110, Reporting Requirements for Building or Construction Projects for Governmental Entities.

11.6.2 Definitions:

- .1 Certificate of coverage ("certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- .2 Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- .3 Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor transportation, or other service related to the project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply delivery, and delivery of portable toilets.

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

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

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

11.6.6 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- .1 A certificate of coverage, prior to that person beginning work on the projects, so the governmental entity will have on file certificates of coverage showing

- coverage for all persons providing services on the project; and
- .2 No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

11.6.7 The Contractor shall retain all required certificate of coverage for the duration of the project and for one year thereafter.

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

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

11.6.10 The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- .1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- .2 Provide to the Contractor, prior to the person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- .3 Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project;
- .4 Obtain from each other person with whom it contracts, and provides to the Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage, showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- .5 Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- .6 Notify the governmental entity in writing by certificate mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- .7 Contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.

11.6.11 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation

coverage for the duration of the project, that the coverage will be based on proper reporting of

classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other actions.

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

ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

At Subparagraph 14.4.3, delete the words "...along with reasonable overhead and profit on the Work not executed".

ARTICLE 15 – CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.2 Correct "21 days" to read "90 days".

15.3 MEDIATION

Delete Subparagraph 15.3.2 in its entirety and replace it with the following:

15.3.2 The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

Delete Paragraph 15.4 in its entirety and all references to Arbitration.

END OF DOCUMENT 00 73 00

SECTION 00 73 43 PREVAILING WAGE RATES

- A. Pay no less than the wages stated in the Owner's schedule of *Prevailing Wage Rates* bound herein immediately following this Document. No claims for additional compensation will be considered because of payments of wage rates in excess of applicable rates contained therein. If prevailing rates listed are thought to be inaccurate, report suspected discrepancies to the Architect and the Owner.
- B. Applicable Statutes: Texas Government Code, Sections 2258.021-.026, 2258.051-.058.
1. A contractor or subcontractor which violates this act shall forfeit as a penalty to the Owner the statutory penalty of sixty dollars (\$60.00) per worker for each day or portion of a day said worker is paid less than the applicable stipulated rate for any work done under this Contract.
 2. The Contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing also the number of hours actually worked per day, the actual hourly rate, and the actual per diem wages paid to each of such workers, which record shall be open at all reasonable hours to the inspection of the Owner.
 3. Contractor and each subcontractor shall each complete wage rate surveys on copies of three-page forms available from the Owner, and submit to Owner no later than the submittal of the second application for payment.
- C. Prevailing wages shall not be construed to prohibit the payment of more than the rates stated. Under no condition shall any worker employed on this job be paid less than the applicable minimum prevailing wage.
- D. Comply with all applicable laws, including but not limited to laws concerned with labor, equal employment opportunity, health and safety, and minimum wages.
- E. Apprentice Pay: Only apprentices enrolled in an approved program may be paid apprenticeship rates. Minimum rates for apprentices in all trades and crafts shall be the rates determined by approved apprenticeship programs, or \$1.00 per hour less than journeyman's rates, whichever are lower. Approved apprenticeship programs are those approved by the U.S. Department of Labor, Bureau of Apprenticeship Training.
- F. Calculation of Rates:
1. Base Per Diem Rate: Multiply hours worked per day by base hourly rate.
 2. Overtime (over 40 hours per week, and holidays): multiply base hourly rate by one and one-half (1.5).
- G. Prevailing Wage Rate Determination Information: See following chart.

END OF DOCUMENT 00 73 43

"General Decision Number: TX20200248 09/11/2020

Superseded General Decision Number: TX20190248

State: Texas

Construction Type: Building

County: Galveston County in Texas.

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

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

Modification Number Publication Date

0	01/03/2020
1	02/14/2020
2	08/28/2020
3	09/11/2020

ASBE0022-009 06/01/2019

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
INSULATOR (Duct, Pipe and
Mechanical System Insulation)....\$ 24.28 14.16

BOIL0074-003 01/01/2017

Rates Fringes

BOILERMAKER.....\$ 28.00 22.35

CARP0551-011 04/01/2016

Rates	Fringes
CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Finishing/Taping, Drywall Hanging, Form Work and Metal Stud Installation).....\$ 23.05	8.78

ELEC0527-002 10/28/2019

Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms).....\$ 29.43	3% + 10.65

ELEV0031-003 01/01/2020

Rates	Fringes
ELEVATOR MECHANIC.....\$ 44.00	34.765

FOOTNOTES:

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

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

ENGI0450-002 04/01/2014

Rates	Fringes
POWER EQUIPMENT OPERATOR Cranes.....\$ 34.85	9.85

* IRON0084-011 06/01/2020

Rates	Fringes
IRONWORKER, ORNAMENTAL.....\$ 25.26	7.13

PAIN0130-002 06/01/2018

	Rates	Fringes
PAINTER (Brush, Roller, and Drywall Finishing/Taping).....	\$ 17.88	9.50

PLAS0079-004 01/01/2015

	Rates	Fringes
PLASTERER.....	\$ 19.92	1.00

PLUM0068-002 10/01/2019

	Rates	Fringes
PLUMBER.....	\$ 36.15	11.04

PLUM0211-010 10/01/2018

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 33.30	12.26

SHEE0054-012 04/01/2020

	Rates	Fringes
SHEET METAL WORKER Excludes HVAC Duct and Unit Installation.....	\$ 29.70	13.85
HVAC Duct Installation Only.....	\$ 29.70	13.85

SUTX2014-024 07/21/2014

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 16.41	3.98
BRICKLAYER.....	\$ 19.86	0.00
CAULKER.....	\$ 15.36	0.00
CEMENT MASON/CONCRETE FINISHER.....	\$ 13.82	0.00

DRYWALL HANGER AND METAL STUD INSTALLER.....\$ 17.88	5.24
ELECTRICIAN (Alarm Installation Only).....\$ 17.97	3.37
ELECTRICIAN (Low Voltage Wiring Only).....\$ 19.23	3.55
FLOOR LAYER: Carpet.....\$ 20.00	0.00
FORM WORKER.....\$ 12.07	0.00
GLAZIER.....\$ 17.09	3.41
HVAC MECHANIC (Installation of HVAC Unit Only).....\$ 17.40	0.00
IRONWORKER, REINFORCING.....\$ 12.10	0.00
IRONWORKER, STRUCTURAL.....\$ 25.37	6.00
LABORER: Common or General.....\$ 11.47	0.00
LABORER: Mason Tender - Brick...\$ 13.37	0.00
LABORER: Mason Tender - Cement/Concrete.....\$ 10.50	0.00
LABORER: Pipelayer.....\$ 12.94	0.00
LABORER: Roof Tearoff.....\$ 11.28	0.00
LABORER: Landscape and Irrigation.....\$ 9.49	0.00
LATHER.....\$ 20.11	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....\$ 14.10	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....\$ 13.93	0.00
OPERATOR: Bulldozer.....\$ 20.77	0.00
OPERATOR: Drill.....\$ 16.22	0.34

OPERATOR: Forklift.....	\$ 15.64	0.00
OPERATOR: Grader/Blade.....	\$ 13.37	0.00
OPERATOR: Loader.....	\$ 13.55	0.94
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03	0.00
OPERATOR: Roller.....	\$ 16.00	0.00
PAINTER: Spray (Excludes Drywall Finishing/Taping).....	\$ 17.43	4.43
ROOFER.....	\$ 15.40	0.00
SPRINKLER FITTER (Fire Sprinklers).....	\$ 18.62	3.03
TILE FINISHER.....	\$ 12.00	0.00
TILE SETTER.....	\$ 16.17	0.00
TRUCK DRIVER: 1/Single Axle Truck.....	\$ 14.95	5.23
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11
WATERPROOFER.....	\$ 14.39	0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of

paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project consists of furnishing all labor, tools, plant, equipment, materials, transportation, superintendence, temporary construction of every nature, insurance, and contributions for all services and facilities required for the proposed roof replacement & waterproofing for the project.
- B. Project Summary: Roofing Contractor shall act as Prime Contractor in re-roofing and waterproofing the above referenced facility as indicated in the General Conditions, Specifications, and Drawings.
- C. Related Sections: Work of other sections, including Division 01 Sections, as required to properly execute the work and as necessary to maintain satisfactory progress of the work.

1.3 TYPE OF CONTRACT

- A. Project will be constructed under a single stipulated lump sum.
- B. The Owner (Galveston County) is a State Sales Tax exempt entity.

1.4 CONTRACTOR USE OF PREMISES

- A. Confine operations at site to areas permitted by:
 - 1. Law
 - 2. Ordinances
 - 3. Permits
 - 4. Contract Documents
- B. Contractor shall limit the use of premises for Work, construction operations and for storage, to allow for:
 - 1. Work by other Contractors
 - 2. Public use
 - 3. Work by Owner
 - 4. Owner occupancy
- C. Limit use of project site to the area indicated on the Drawings. Do not disturb areas beyond the project site.

1. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

- D. Work Restrictions:
 1. Do not unreasonably encumber site with materials or equipment.
 2. Do not load structure with weight that will endanger structure.
 3. Assume full responsibility for protection and safekeeping of products stored on premises.
 4. Move stored products which interfere with operations of Owner and other contractors.
 5. Obtain and pay for use of additional storage or work areas as needed for operations.
 6. Contractor shall establish secured staging area for work and coordinate and provide for safe passage and exit from existing building areas during construction, as determined by local building authorities having jurisdiction.
 7. Cooperate and coordinate Contractor's and subcontractor's work with other work under separate contracts, including access and use of site and premises by the Owner, and access to and scheduling temporary use of elevator(s).
 8. "Temporary Facilities and Controls" for additional requirements:
 - a. Employee parking: In designated areas. Owner is not responsible for damage to, theft of or from vehicles, or for towing or storage charges of vehicles not parked in designated areas.
 - b. Access to site and premises: In designated areas.
 - c. Material storage and staging areas: In designated areas.
 - d. Transport materials and equipment to and from construction area along routes approved by Owner.
 - e. Use of designated restrooms, unless otherwise directed.
 9. Owner reserves the right to perform construction operations with its own forces or to employ separate contractors on portions of the Project. General Contractor shall coordinate with this work in terms of providing site access, work space, and storage space, cooperation of work forces, scheduling, and technical requirements.
 10. If access to adjacent common or occupied spaces is required:
 - a. Schedule operations with Owner in advance.
 - b. Perform work after normal business hours or on weekends when directed by Owner.
 11. Do not interrupt existing building utility systems, mechanical systems, electrical systems, fire, or life safety systems without Owner approval.
 12. Do not close or obstruct existing building exits.
 13. Do not use or store hazardous or flammable materials on premises without Owner's approval; follow requirements of governing authorities having jurisdiction over the work.

14. Do not perform any gas cutting or welding operations on premises without appropriate fire watch and protection; follow requirements of governing authorities having jurisdiction over the work.
15. Prohibit the following on the Project premises at all times:
 - a. Smoking, unless otherwise approved in writing by Owner in designated areas. If smoking is approved in designated areas, ensure that, smoking does not affect any interior spaces or are not within 25 feet of entrances, operable windows, or outdoor air intakes.
 - b. Use of smokeless tobacco.
 - c. Use of alcohol and controlled substances.
 - d. Weapons of all types, unless otherwise approved in writing by Owner.

1.5 OWNER OCCUPANCY REQUIREMENTS

- A. Partial Owner Occupancy: The Owner reserves the right to place and install equipment in completed areas of the building, prior to Substantial Completion provided that such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.
- B. A Certificate of Substantial Completion will be executed in accordance with conditions of the Contract.
- C. Contractor shall obtain a Certificate of Occupancy from local building officials prior to Owner occupancy.

1.6 SURVEY OF EXISTING CONDITIONS

- A. Contractor acknowledges by submitting a Proposal, that the Contractor has visited and inspected the Project Site on which the Work is to be performed, that the Contractor is satisfied as to the nature and location of the Work, including any obstructions, amount of work, actual levels, the equipment and facilities needed preliminary to and during the prosecution of the Work, and all other matters which can in any way affect the Work or the cost thereof under this Contract.
- B. Contractor shall locate drainage or sewer lines, water, gas, and other utility and electrical service lines, piping and conduits in the way of new work. The Contractor shall see that services which are to be removed have been capped or plugged and made gas and watertight, as applicable, in conformance with applicable requirements of governing authorities and utility firms.
- C. Failure by Contractor to be acquainted with available information concerning existing conditions, including factors affecting costs and liabilities, shall not relieve Contractor of responsibility for performance of Work in accordance with requirements of Contract Documents, and for amount of consideration named or otherwise determined.

1.7 CONCEALED UTILITIES

- A. When concealed utilities or services which are not shown on the Drawings are encountered during construction operations, the Contractor shall trace the services and determine

which are active and which are abandoned. Remove abandoned lines and cap or plug piping as required. Relocate active lines as required. Submit a sketch indicating the proposed relocations of such active lines. Use materials same as those specified in the applicable Sections, where possible. Match the existing installations where suitable materials are not specified. The Contractor shall be responsible for removing abandoned lines and relocating active lines which interfere with new work. The Contractor shall submit a proposal (as specified for changes in the Work) for any relocation of concealed utility lines, not indicated on the Drawings to be removed or relocated.

1.8 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 48-division format and CSI/CSC'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 01: Sections in Division 01 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 2 - PRODUCTS

2.1 MATERIALS

- A. As specified in respective 02 through 48 Specification Sections.

PART 3 - EXECUTION

3.1 SCOPE OF WORK

- A. Low-Slope Modified Bitumen Roof Replacement
 1. Coordinate with Galveston County personnel to set up job-site in strict accordance with Owner's guidelines and OSHA requirements.
 2. Completely remove existing roof system and all sheet metal and flashing components down to the lightweight insulating concrete deck.
 3. Mechanically attach new Type II base sheet in strict accordance with roof system manufacturer's ASCE 7-10 wind uplift engineering calculations and fastening patterns.
 4. Heat fuse base ply of smooth-surfaced, Type II torch-grade modified bitumen to the prepared substrate, in shingled fashion starting at the drains and working outward to the high points of the lightweight insulating concrete deck.
 5. Heat fuse cap ply of reflective mineral-surfaced, Type III torch-grade modified bitumen to the prepared substrate, in shingled fashion starting at the drains and working outward.
 6. Immediately broadcast new roofing granules in to the bleed-out at all side and end laps of cap ply.
 7. Strip all lead flashings in beneath the cap sheet with one ply of smooth-surfaced, Type II torch-grade modified bitumen.
 8. Fabricate and install new, 24-gauge stainless steel perimeter edge system with 22-gauge continuous cleat in strict accordance with ANSI/SPRI ES-1 guidelines.
 9. Heat fuse new- 2-ply hybrid modified bitumen base flashings as indicated in the specifications and drawings and coat with two coats of reflective acrylic flashing coating.
- B. Exterior Envelope Waterproofing
 1. Remove existing building sealant from joints and clean/prepare to receive new sealants.
 2. Prime surfaces to receive new joint sealants.
 3. Install new backer rod and sealants in accordance with manufacturer's written instructions.
 4. At all windows, thoroughly clean and prepare window frames at existing glazing.
 5. Re-glaze all windows with new back, silicone sealant.
- C. Exterior Envelope Coating (ALTERNATE)
 1. Pressure wash entire exterior of building in preparation for new elastomeric coating.
 2. Apply two coats of new elastomeric acrylic coating (color selected by Owner) to the building envelope.

3.2 PROJECT REQUIREMENTS

1. Existing site conditions and restrictions: The building will be occupied at the time of construction and care must be taken not to disturb normal operations of the occupants. A man must be staged on ground at all times.

2. Texas Windstorm Insurance: The roofing contractor will be responsible for contracting with a T.W.I.A. certified Texas registered professional engineer to inspect the project to ensure strict compliance with all current wind uplift requirements and filing the required forms with the state to be in compliance and registered with the T.W.I.A. for windstorm coverage
3. Roof Material Edge Protection: Precaution shall be taken to ensure that no materials, debris or tools are able to fall from the roof at any point.
4. Permits: Apply for, obtain, and pay for permits required to perform the work. Submit copies to Owner.
5. Codes: Comply with applicable codes and regulations of authorities having jurisdiction. Submit copies of inspection reports, notices and similar communications to Owner.
6. Dimensions: Verify dimensions and quantities indicated in scope of work with field dimensions before fabrication or ordering of materials.
7. Existing Conditions: Notify owner's representative or consultant of existing conditions differ from those indicated in the scope of work. Do not remove or alter structural components without prior written approval.
8. Definition for terms used in the Specifications:
 - A. Provide: Furnish and install, complete with all necessary accessories, ready for intended use. Pay for all related costs.
 - B. Approved: Acceptance of item submitted for approval. Not a limitation or release for compliance with the Contract Documents or regulatory requirements. Refer to limitations of "Approved" in General and Supplementary Conditions.
 - C. Match Existing: Match existing as acceptable to the Owner.
 - D. Intent: Specifications are intended to provide the basis for proper completion of the work suitable for the intended use of the Owner. Anything not expressly set forth but which is reasonable implied or necessary for proper performance of the project shall be included.
 - E. Writing Style: Specifications are written in the imperative mode. Except where specifically intended otherwise, the subject of all imperative statements is the Contractor. For example, "Provide tile" means Contractor shall provide tile.

END OF SECTION

SECTION 01 19 00

CODES, REGULATIONS AND STANDARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section specifies the requirements for the following:
1. Quality Assurance.
 2. References Standards.
 3. Definitions.
 4. Abbreviations.
 5. Format and Specification Context Explanations.
 6. Drawing Symbols.
 7. General Requirements.
- B. Related Sections: Work of other sections, including Division 01 Sections, as required to properly execute the work and as necessary to maintain satisfactory progress of the work.

1.3 QUALITY ASSURANCE

- A. This Section outlines minimum standards and requirements. Refer to the Drawings, and other sections of the Specifications for additional requirements. Bring all conflicts and discrepancies between documents to the attention of the Architect and Engineer and do not start work until such conflicts and discrepancies are clarified and corrected.
- B. General:
1. For products or workmanship specified by a standard of an association, trade, or Federal standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable code authorities having jurisdiction.
 2. The contractual relationship of the parties to the Contract should not be altered from the Contract Documents by mention or inference otherwise in any reference standard.
 3. Obtain copies of standards when required by Contract Documents.
 4. Maintain copy of standards at jobsite during submittals, planning, and progress of the specific work for which the standards pertain, until the date of Substantial Completion.
 5. In the absence of specific instructions in the specifications, materials, products, equipment and their installation shall conform to the applicable codes, regulations and standards specified therein. When a conflict exists between the

applicable code, regulation and standard and that specified, the more stringent code regulation or standard shall prevail, except as authorized by applicable authorities having jurisdiction.

- B. Specifications and Drawings: The Drawings and Specifications are correlative and have equal authority and priority. Base disagreements in themselves or in each other on the most expensive combination of quantity and quality of work indicated. In the event of such disagreement bring it to the attention of the Architect, who will determine the appropriate method to perform the work.
- C. Industry Standards: Where compliance with two (2) or more industry standards or sets of requirements are specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement is intended and will be enforced, unless specifically detailed language written into Contract Documents clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to the Architect for a decision before proceeding.
- D. Contractor's Option: Except for overlapping or conflicting requirements, where more than one (1) set of requirements are specified for a particular unit of work, option is intended to be Contractor's regardless of whether or not it is specifically indicated as such.
- E. Minimum Quality/Quantity: In every instance, the quality level or quantity shown or specified is intended to be the minimum for the work to be performed or provided. Except as otherwise specifically indicated, the actual work may either comply exactly with the minimum (within specified tolerances), or may exceed that minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimums or maximums as noted or as appropriate for context of requirements. Refer instances of uncertainty to Architect for decision before proceeding.
- F. Specialists; Assignments: In certain instances, specification text requires (or implies) that specific work is to be assigned to specialists, who are engaged for performance of work. Such assignments shall be recognized as special requirements over which the Contractor has no choice or option. These requirements should not be interpreted so as to conflict with applicable regulations, union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of requirements remains with the Contractor.

1.4 REFERENCE STANDARDS

- A. Dates of codes, regulations and standards specified shall be the latest date of issue of that code, regulation or standard prior to the date of issue of this Project Manual or Document, except as modified or otherwise directed by the applicable codes and their supplements and amendments adopted by the code authorities having jurisdiction.
1. Date of Issue - The "date of issue" as it appears in the statement above, means the date which appears on the cover of the Project Manual or Document corresponding to the date of issue of the Contract Documents.
 2. Code Authorities: The "code authorities" as it appears in the statement above, means the authorities responsible for code enforcement.
- B. Governing Codes:
1. Building Code: 2018 International Building Code (IBC).
 2. Mechanical Code: 2015 Uniform Mechanical Code (UMC).
 - a. American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE)
 - 1) 90.1 - 2007
 - 2) 62.1 - 2007
 - 3) 55.1 - 2007
 3. Plumbing Code: 2015 International Plumbing Code (IPC).
 4. Electrical Code: 2014 National Electrical Code (NEC).
 5. National Fire Protection Association (NFPA)
 - a. 2013 NFPA 13, Standard for the Installation of Sprinkler Systems
 6. Energy Code: 2015 International Energy Conservation Code (IECC)
 7. Accessibility Code: Texas Accessibility Standards with Latest Amendments.

1.5 DEFINITIONS

- A. General Explanation: A substantial amount of specification language consists of definitions for terms found in other Contract Documents, including those in the AIA A201 General Conditions of the Contract for Construction, Supplementary Conditions, the Drawings, and the Specifications. Drawings must be recognized as being diagrammatic in nature and not completely descriptive of requirements indicated thereon. Certain terms used in the Contract Documents are defined in the General Conditions, Supplementary Conditions, and in this Section. Definitions and explanations contained in this Section are not necessarily either complete or exclusive, but are general for this Work to the extent that they are not stated more explicitly in another element of the Contract Documents. In the event of a conflict in definitions or explanations within the Contract Documents or whenever there is need of clarification or interpretation of definitions within or between the Contract Documents, notify the Architect immediately and proceed as directed. Except in cases where definitions are determined by code authorities having jurisdiction, the Architect's interpretation of all definitions will take precedence.

- B. General Requirements: The provisions or requirements of Division 01 - Sections apply to entire Work of Contract and, where indicated, to other elements which are included in the Project.
- C. Special Conditions: Wherever the term "Special Conditions", appears in the Contract Documents, it refers collectively to all requirements of the Owner in addition to the sections in Division 01, General Requirements, and to Articles contained in the General Conditions and Supplementary Conditions, if any.
- D. Owner, Galveston County, County, etc.: Wherever the term "Owner", "Galveston County", "County", or any derivative thereof appears in the Contract Documents, it means Galveston County, 722 Moody Ave, Galveston, TX 77550. All communications with the Owner shall be directed to and through the Architect.
- E. Architect, Joiner Architects, Inc., Joiner Partnership, Inc.: Wherever the term "Architect", "Joiner Architects", Joiner Partnership, Inc., or similar term appears in the Contract Documents, it means Joiner Architects, Inc., 700 Rockmead Dr., Suite 265, Houston, Texas 77339; phone: (281) 359-6401, fax: (281) 359-6402; contact Joby M. Copley, AIA, Partner, email: jobyc@joinerarchitects.com, or other authorized representative.
- F. Bid, Proposal, Response, Offer, etc.: Wherever the term "Bid", "Proposal", "Response", "Offer", or any derivative thereof, or similar term appears in the Contract Documents, they mean the same, and shall mean either Bid or Proposal as defined in the Conditions of the Contract or the Owner/Contractor Agreement.
- G. General Contractor, Prime Contractor, Contractor, etc.: Wherever the term "General Contractor", "Prime Contractor", "Contractor", "Bidder", "Offeror", "Proposer", or any derivative thereof, or similar term appears in the Contract Documents, they mean one and the same, and shall refer to the entity (person or firm) licensed and meeting all applicable regulations of the State of Texas and Department of Labor to perform the Work, or their authorized representative(s).
1. Responsibilities: To avoid any misunderstanding or lack of interpretation, the Contractor is hereby advised that the responsibility for the coordination and performance of the work, either by its own forces, or that of its subcontractor(s) is totally his, and such responsibility shall be demonstrated throughout the Work and specified warranty period.
 2. In the event of a controversy involving the Contract Documents or interpretation of Project requirements, the decision of the Architect will take precedence.
- H. Subcontractor, Sub-subcontractor, Bidder, etc.: Wherever the term "Subcontractor", Sub-subcontractor", "Bidder", "Vendor", "Installer", "Integrator", "Respondent", "Offeror", "Proposer", or any derivative thereof, or similar term appears in the Contract Documents, they mean one and the same, and shall refer to the entity (person or firm) licensed and meeting all applicable regulations of the State of Texas and Department of Labor to perform the Work, or their authorized representative(s).

1. Responsibilities: To avoid any misunderstanding or lack of interpretation, the responsibility for performing the work is totally that of the entity defined above, and the resolutions proposed in his shop drawings and related documentation shall be demonstrated throughout the Work and specified warranty period.
- I. Consultant: Wherever the term “Consultant”, or any derivative thereof appears in the Contract Documents, it means the entity (person or firm) engaged by the Owner or Architect for the performance of the construction documentation (drawings and/or specifications) of a particular part of the work at the Project and means the following:
 - J. Approved: Wherever the term “Approved”, or any derivative thereof appears in the Contract Documents, it is used to convey the Architect's, or an individual designated by him as his representative, action on Contractor's submittals, applications, and requests, is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
 - K. Directed, Requested, Etc: Where not otherwise explained, terms such as “directed”, “requested”, “authorized”, “selected”, “approved”, “required”, “accepted”, and “permitted” or any derivative thereof appears in the Contract Documents, it means as “directed by the Architect”, “requested by the Architect”, and similar phrases with actions taken by the Architect. However, no meaning or otherwise shall be interpreted to extend the Architect’s responsibility into Contractor’s area of construction supervision.
 - L. Experienced, Etc.: Wherever the term "Experienced", or any derivative thereof appears in the Contract Documents, it means the person or entity having a minimum of three (3) years experience or successfully completed a minimum of three (3) previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and requirements of authorities having jurisdiction, such as an experienced welder being certified in accordance with American Welding Society (AWS) requirements.
 1. Using a term such as “carpentry” does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as “carpenter”. It also does not imply that requirements specified apply exclusively to trades of the corresponding generic name.
 - M. Furnish: Wherever the term “Furnish”, or any derivative thereof appears in the Contract Documents, it means supply or deliver to Project site, ready for unloading, unpacking, assembly, erection, placing, installing, anchoring, applying, curing, finishing, protecting, cleaning and similar operations, as applicable in each instance.
 - N. Indicated: Wherever the term “indicated”, or any derivative thereof appears in the Contract Documents, it refers to graphic representations, notes, or schedules on Drawings or to other paragraphs or schedules in Specifications and similar requirements in the Contract Documents. Where terms such as “shown”, “noted”, “scheduled”, and “specified” are used in lieu of “indicated”, it is for the purpose of helping reader locate cross-reference, and no limitation of location is intended except as specifically noted.

- O. Install: Wherever the term “Install”, or any derivative thereof appears in the Contract Documents, it means performing the operations at the Project site, of unloading, unpacking, assembly, erection, placing, installing, anchoring, applying, curing, finishing, protecting, cleaning and similar operations, as applicable in each instance.
- P. Installer: Wherever the term “Installer”, or any derivative thereof appears in the Contract Documents, it means the entity (person or firm) engaged by the Contractor or its subcontractor or sub-subcontractor for performance of a particular unit of work at the Project, including installation, erection, application and similar required operations. It is a general requirement that such entities (Installers) be expert in operations they are engaged to perform.
- Q. Provide: Wherever the term “Provide”, or any derivative thereof appears in the Contract Documents, it means furnish and install at the Project site, complete and ready for intended use, as applicable in each instance.
- R. Project, Site: Wherever the term “Project”, “Site”, or similar such term appears in the Contract Documents, it means the space available to the Contractor for performance of the Work, either exclusively or in conjunction with others performing work as part of the Project. The extent of project or site is shown on the Drawings, and may or may not be identical with description of land upon which Project is to be built.
- S. Specialist: Wherever the term “Specialist”, or any derivative thereof appears in the Contract Documents, it means an individual or firm of established reputation (or if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workmen skilled in either (as applicable) manufacturing or fabricating items required by the Contract, installing items required by the Contract, or otherwise performing work required by the Contract. Where the Contract Specification requires installation by a specialist, that term shall also be deemed to mean either the manufacturer of the item or firm who will perform the work under the manufacturer’s direct supervision.
- T. Testing Laboratory: Wherever the term “Testing Laboratory”, or any derivative thereof appears in the Contract Documents, it means an independent entity engaged by the Owner to perform specific inspections or tests of the work, either at the Project site or elsewhere; and to report and, if required, interpret results of those inspections or tests.

1.6 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. Conflicting Requirements:
 - 1 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.
- 2 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.
- D. Copies of Standards:
- 1 Each entity engaged in construction on Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 2 Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source and make them available on request.
- E. Abbreviations and Acronyms: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the name of entities generally recognized in the construction industry. The Architect will make a complete list available by the to the Contractor upon written request. Types of entities include:
- 1 Industry Organizations.
 - 2 Code Agencies.
 - 3 Federal Government Agencies.
 - 4 State Government Agencies.

1.7 FORMAT AND SPECIFICATION CONTEXT EXPLANATIONS

- A. Underscoring: Is used strictly to assist reader of specification text in scanning text for key words (for quick recall). No emphasis on or relative importance is intended where underscoring is used.
- B. Capitalization: Except for manufacturer, product, or trademark names, capitalization is used strictly to assist reader of specification text in scanning text for key words (for quick recall). No emphasis on or relative importance is intended where capitalization is used.
- C. Imperative language: Is used generally in specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by Contractor. For clarity of reading at certain locations, contrasting subjective language is used to describe responsibilities which must be fulfilled indirectly by the Contractor, or when so noted, by others.
- D. Section Numbering: Is used to facilitate cross-reference in Contract Documents. Sections are placed in Project Manual in numeric sequence; however, numbering sequence is not complete, and listing of sections at beginning of Project Manual must be consulted to determine numbers and names of specification sections in Contract Documents.
- E. Page Numbering: Pages are numbered independently for each section. The section number is shown preceded by the project number and followed by the page number at the

bottom of each page, to facilitate the location of text. The project number is given to identify the project, for which specification was written, should the section become separated from the Project Manual.

- F. Specifying Methods: The techniques or methods of specifying to record requirements varies throughout text, and may include “prescriptive, “open-generic descriptive”, “compliance with standards”, “performance”, or a combination of these. The method used for specifying one unit of work has no bearing on requirements for another unit of work.
- G. Abbreviations: The language of Specifications and other Contract Documents is of the abbreviated type in certain instances, and implies words and meanings which will be appropriately interpreted. Actual work abbreviations of a self-explanatory nature have been included in texts. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of specification requirements with notations on drawings and in schedules. These are frequently defined in section at first instance of use. Trade association names and titles of general standards are frequently abbreviated. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of the Contract Documents so indicates. A list of typical abbreviations, includes, but is not limited to the following trade associations and organizations. Refer to Drawings and other Contract Documents for other abbreviations.

AA	Aluminum Association
AAMA	Architectural Aluminum Manufacturer's Assn.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACIL	American Council of Independent Laboratories
AGA	American Gas Association
AGC	Associated General Contractors of America
AHA	American Hardboard Association
AHGA	American Hotdip Galvanizers Association
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute
AITC	American Institute of Timber Construction
ANSI	American National Standards Institute
APA	American Plywood Association
ARI	Air Conditioning & Refrigeration Institute
ASA	Acoustical Society of America
ASA	American Subcontractors Association
ASC	Adhesive & Sealant Council, Inc.
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASPE	American Society of Professional Engineers
ASAHC	American Society of Architectural Hardware Consultants
ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
ASPI	American Wood Preserver's Institute
ASTM	ASTM International (formerly American Society for Testing and Materials)
AWI	Architectural Woodwork Institute

AWS	American Welding Society
BHMA	Builders Hardware Manufacturers Association, Inc.
BIA	Brick Industry Association
BRI	Building Research Institute
CRA	California Redwood Association
CLFMI	Chain Link Fence Manufacturers Institute
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
DHI	Door and Hardware Institute
EPA	Environmental Protection Agency
FTI	Facing Tile Institute
FGMA	Flat Glass Marketing Association
GA	Gypsum Association
HPMA	Hardwood Plywood Manufacturers Association
IBC	International Building Code
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronic Engineers
JSMA	Joint Sealer Manufacturers Association
MFMA	Maple Flooring Manufacturers Association
ML/SFA	Metal Lath/Steel Framing Association
NAAMM	National Association of Architectural Metal Manufacturers
NAMM	National Association of Mirror Manufacturers
NBLP	National Bureau of Lathing & Plastering
NCPI	National Clay Pipe Institute
NCMA	National Concrete Masonry Association
NEMA	National Electrical Manufacturers Assn.
NESC	National Environmental Systems Contractors
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
NHLA	National Hardwood Lumber Association
NOMMA	National Ornamental Metal Manufacturers Assn
NPVLA	National Paint, Varnish and Lacquer Assn.
NRMCA	National Ready Mixed Concrete Assn.
NRCA	National Roofing Contractors Association
NSPE	National Society of Professional Engineers
NWMA	National Woodwork Manufacturers Assn., Inc.
OSHA	Occupational Safety and Health Administration
PDCA	Painting and Decorating Contractors of America
PI	Perlite Institute, Inc.
PCA	Portland Cement Association
RFCI	Resilient Floor Covering Institute
RVFC	Rubber and Vinyl Floor Council
SFPA	Southern Forest Products Association
SHLMA	Southern Hardwood Lumber Manufacturing Assn.
SDI	Steel Deck Institute
SDI	Steel Door Institute
SJI	Steel Joist Institute
SSPC	Steel Structures Painting Council
TCNA	Tile Council of North America, Inc.
UL	Underwriter's Laboratories, Inc.
VBI	Venetian Blind Institute

VFI	Vinyl Fabrics Institute
WCLIB	West Coast Lumber Inspection Bureau
WRCLA	Western Red Cedar Lumber Association
WWPA	Western Wood Products Association

1.8 DRAWING SYMBOLS

- A. General: Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols defined by "Architectural Graphic Standards", published by the American Institute of Architects (AIA) and John Wiley & Sons, Inc., latest edition. Refer instances of uncertainty to Architect for clarification before proceeding.
- B. Mechanical/Electrical Drawings: Graphic symbols used in Mechanical/Electrical Drawings are generally aligned with symbols recommended by American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE). Where appropriate, those symbols are supplemented by more specific symbols as recommended by other recognized technical organizations, including, but not limited to American Society of Mechanical Engineers (ASME), American Society of Professional Engineers (ASPE), Institute of Electrical and Electronic Engineers (IEEE) and similar organizations. Refer instances of uncertainty to Architect for clarification before proceeding.

1.9 GENERAL REQUIREMENTS

- A. Color, Texture, or Pattern Requirements:
1. When color, texture, or pattern is specified, the item, product, or material shall be furnished in the specified color, texture, or pattern, as applicable.
 2. When more than one (1) approved manufacturer is named in the Specifications, Contractor may select any of the approved manufacturers and submit the full range of colors, textures, and patterns (standard and special) available of that manufacturer for the Architect's review and selection.
 3. When the term "match existing", or any derivative thereof appears in the Contract Documents, it means that the sample must match the Owner's existing work in every respect as to color, texture, and pattern, as applicable.
 4. When the term "match Architect's approved sample", or any derivative thereof appears in the Contract Documents, it means that the Architect has selected a sample which must be matched in every respect as to color, texture, and pattern, as applicable.
 5. When an item or product is specified of a manufacturer for which only one (1) color, texture, or pattern is available, and a color, texture, or pattern other than that one is specified, Contractor shall bring it to the attention of the Architect for a decision prior to proceeding with the work. Do not proceed with the work until Architect has approved the color, texture, and pattern, as applicable.
 6. When an item or product is specified of a manufacturer for which no color, texture, or pattern is specified, and colors, textures, and patterns are available, Contractor shall bring it to the attention of the Architect and submit the full range of colors, textures, and patterns (standard and special) available of that manufacturer for the Architect's review and selection. Do not proceed with the work until Architect has selected and approved the color, texture, and pattern, as applicable.

7. When due to the nature of the item, product, or material, i.e. wood paneling, tile pavers, natural stone, etc, Contractor shall submit sample or samples which exhibits the full range of characteristics (colors, i.e. lights and darks, as well as textures, and patterns) for which the item, product, or material is available. The Architect will select the color, texture, and pattern, as applicable, from those available and request a sample panel exhibiting the approved characteristics. The approved color range, texture, and pattern, as applicable will then become the standard for which all work on the project will be judged. Architect will be final judge as to having performed work in conformance with approved characteristics.
 8. Under no circumstances are colors, textures, patterns, or any other characteristics for which an item, product, or material are available to be selected by anyone other than the Architect or his authorized representative.
 9. Non-conforming work shall be removed from the site and replaced with new conforming work at no additional expense to Owner.
- B. Continuity of Building Envelope:
1. All materials such as exterior sheathing, membrane flashings, vapor barriers, insulations, dampproofing, waterproofing, roofing, flashings, etc. and all penetrations, holes, gaps, joints, and openings through such materials shall be sealed to ensure continuity of building envelope, whether indicated or not to eliminate moisture penetration.
 2. Refer instances of uncertainty to Architect for clarification before proceeding with work.
- C. Fire Rated Construction:
1. All seals in fire rated construction, whether at top, bottom, or penetrations through fire rated construction, shall be made with firestopping and fire safing materials to maintain fire rating integrity of construction and satisfy authorities having jurisdiction, whether indicated or not.
 2. Refer instances of uncertainty to Architect for clarification before proceeding with work.
- D. Plumbing Line Protection:
1. Placing or washing materials, including, but not limited to the following, down any plumbing line or fixture is strictly forbidden.
 - a. Concrete, cement, sludge, mortar, grout, plaster, or any other cementitious material
 - b. Paint, paint thinner, turpentine, kerosene, gasoline, oil, or any other petroleum or hazardous products.
 2. Cleaning of painting equipment, including brushes in new or existing plumbing fixtures is strictly prohibited.
 3. If requested, Contractor shall certify that all affected plumbing lines and fixtures are clean, free flowing and running. Plumbing lines and fixtures damaged as a result of any of the above shall be repaired or replaced at no expense to Owner. Contractor shall bear responsibility and all costs of fines, penalties, and legal fees attributed to violations as levied by authorities having jurisdiction.

E. Exposed Metal Work:

1. Unless specifically indicated or directed otherwise, all exposed metal work shall be flat with all surfaces free of distortions, oil canning, waves, dents, scratches, weld marks, and other surface defects detrimental to good appearance or function.
2. All steel exposed to exterior shall be hot-dip galvanized, phosphate treated for paint retention and shop prime painted, unless indicated or directed otherwise.
3. Non-conforming work shall be removed from the site and replaced with new conforming work at no additional expense to Owner.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 20 00

PROJECT MEETINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions, if any, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Pre-construction conference.
 - 2. Progress meetings.
 - 3. Pre-installation conference.
- B. Related Sections: Work of other sections, including Division 01 Sections, as required to properly execute the work and as necessary to maintain satisfactory progress of the work.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.1 PRE-CONSTRUCTION CONFERENCE

- A. Schedule a pre-construction conference at a time convenient to Architect and Owner's Representative before start of construction and no later than 15 days after "Notice to Proceed".
- B. Location: At Project site or as designated by the Architect.
- C. Attendance:
 - 1. Contractor or Contractor's Representative
 - 2. Job Superintendent
 - 3. Project Coordinator (Manager)
 - 4. Owner's Representative
 - 5. Major subcontractors
 - 6. Major suppliers
 - 7. Architect's Representative
 - 8. Consultants as needed
 - 9. Others as appropriate
- D. Meeting Agenda, may include, but is not limited to:

1. discussion on major subcontracts and suppliers and projected construction schedules.
2. critical work sequencing.
3. major equipment deliveries and priorities. Discussion of long lead time items.
4. project coordination and designation of responsible personnel.
5. procedures and processing of field decisions, bid requests, Requests for Information (RFIs), submittals, minor changes, change orders and applications for payment.
6. method of distribution of Contract Documents.
7. procedures for maintaining Record Documents.
8. use of premises, office work and storage areas, on-site parking, and Owner's requirements.
9. construction facilities and temporary utilities.
10. housekeeping procedures.

3.2 PROGRESS MEETINGS

- A. Conduct progress meetings at regular intervals as agreed to by General Contractor, Architect, and Owner's Representative. Coordinate dates with preparation of payment requests.
- B. Contractor shall make physical arrangements for meetings.
- C. Attendance:
 1. Contractor or Contractor's Representative
 2. Job Superintendent
 3. Project Coordinator (Manager)
 4. Owner or Owner's Representative
 5. Major subcontractors
 6. Major suppliers
 7. Architect's Representative
 8. Consultants as needed
 9. Others as appropriate
- D. Meeting Agenda, may include, but is not limited to:
 1. review and approval of minutes of previous meeting.
 2. review of Work progress since previous meeting.
 3. field observations, problems, and conflicts.
 4. review of off-site fabrication and delivery schedules.
 5. corrective measures and procedures to regain projected schedule.
 6. revisions to Construction Schedule.
 7. plan progress and schedule during succeeding work period.
 8. coordination of schedules.
 9. review submittal schedules and expediate as required.
 10. maintenance of quality standards.
 11. allowance balances.
 12. response to Request for Information (RFIs) and status of outstanding RFIs.

13. review of proposed changes and substitutions for:
 - a. effect on Construction Schedule and on completion date.
 - b. effect on other contracts of the Project.
14. status of Allowance Expenditure Authorizations (AEAs).
15. status of Change Proposal Requests (CPRs).
16. status of Minor Changes (MCs).
17. status of submittals.
18. other items and critical issues affecting Work.

3.3 PRE-INSTALLATION CONFERENCES

- A. Conduct a pre-installation conference, when required in individual specification Section, prior to the Contractor commencing Work of the Section.
- B. Attendance:
 1. Contractor or Contractor's Representative
 2. Job Superintendent
 3. Project Coordinator (Manager)
 4. Owner or Owner's Representative
 5. Architect's Representative
 6. Consultants as needed
 7. Others affecting or affected by Work.
- C. Meeting Agenda, may include, but is not limited to:
 1. review of conditions of installation.
 2. preparation and installation procedures.
 3. coordinate with related work
 4. review of the contract document requirements.
 5. questions related to work required.

END OF SECTION

SECTION 01 21 00

ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions apply this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.
- C. Related Sections: Work of all sections, including Division 01 Sections, as required to properly execute the work and as necessary to maintain satisfactory progress of the work.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, inform Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.4 SUBMITTALS

- A. Submit under provisions of Division 01 Section "Submittal Procedures".
- B. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- C. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

- D. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner under allowance and shall include taxes, freight, and delivery to Project site.
- B. Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner under allowance shall be included as part of the Contract Sum and not part of the allowance.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Owner's Unforeseen Contingency Allowance: 5% of Contract Amount

END OF SECTION

SECTION 01 25 00

APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. RELATED REQUIREMENTS: See CONSTRUCTION SCHEDULES for scheduling documents required to be submitted with each Request for Payment.

1.2 TYPICAL PAYMENT REQUESTS

- A. On or about the last day of each calendar month, submit to the Architect a Request for Payment covering work through the end of that month.
 - 1. Form: AIA Documents G702, Application and Certificate for Payment; G703, Continuation Sheet.
 - 2. Complete every entry on the form. Incomplete forms will be returned without action. Entries must match current Schedule of Values data. Subcontractor requisition values must be true and accurate.
 - 3. Sign and notarize the Request for Payment.
 - 4. Provide four 8 x 11 color photographs taken from 4 comers of the site each month. Include photographs with each monthly Application for Payment.
 - 5. Submit notarized Release of Lien for each previous month's Application for Payment.

1.3 APPROVAL PROCEDURES

- A. In taking action on the Contractor's Request for Payment, the Architect shall rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that he has made audits of the supporting data.
- B. Payment will not be made for materials and equipment stored off the site, except at the Owner's discretion and prior approval. When Request for Payment includes material or equipment stored off-site, the Request shall be accompanied with a statement certifying:
 - 1. Description of item.
 - 2. Location of bonded warehouse.
 - 3. Affidavit of Storage.
 - 4. Certificate of Insurance.
 - 5. Bill of Sale made to Owner stating there will be no additional cost for transportation and delivery.
 - 6. Statement certifying that item or any part thereof will not be installed in any construction other than Work under this Contract.
- C. Materials stored on-site must be identified and listed in stored materials column.

1.4 INITIAL PAYMENT REQUEST

- A. Submit a Schedule of Values at the Pre-construction Conference.

- B. Provide at the Pre-construction Conference:
1. Listing of Subcontractors and principal manufacturers, suppliers and fabricators.
 2. Progress Schedule.
 3. Schedule of Submittals.
 4. Listing of Contractor's staff assignments and principal consultants.
 5. Copies of acquired building permits and similar authorizations and licenses from governing authorities for current performance of the Work.
 6. Evidence satisfactory to Owner that Contractor's insurance coverages have been secured.
 7. Data needed to acquire Owner's insurance coverages
- C. FINAL REQUEST FOR PAYMENT
1. Properly executed releases or waivers of lien. Submit in duplicate prior to final payment. If the Contractor cannot furnish a waiver of liens or releases satisfactory to the Owner, the Owner may require a surety bond as a condition precedent to final payment.
 2. Properly executed AIA Document G707, Consent of Surety to Final Payment, 1994 Edition.
 3. Occupancy permits and similar approvals or certifications by governing authorities.
 4. Testing/adjusting/balancing records, maintenance instructions, meter readings, start up performance reports, and similar changeover information germane to Owner's occupancy, use, operation, and maintenance of completed Work.
 5. Advice to Owner on coordination of shifting insurance coverages, including proof of extended coverages as required.
 6. Completion of project closeout requirements.
 7. Completion of items specified for completion beyond time of Substantial Completion.
 8. Transmittal of required construction records to Owner.
 9. Proof, satisfactory to Owner, that taxes, fees and similar obligations of Contractor have been paid.
 10. Removal of temporary facilities, services, surplus materials, rubbish etc.
 11. Change over of locks and other Contractor access provisions to Owner's property.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections: Work of other sections, including Division 01 Sections, as required to properly execute the work and as necessary to maintain satisfactory progress of the work.

1.3 MINOR CHANGES IN THE WORK

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

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: The Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by the Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 5. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

1.5 ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
1. Include installation costs in purchase amount only where indicated as part of the allowance.
 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 21 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.
1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

1.6 CHANGE ORDER PROCEDURES

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

1.7 CONSTRUCTION CHANGE DIRECTIVE

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

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 26 13

REQUEST FOR INTERPRETATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing Request for Interpretation.
- B. Related Sections: Work of other sections, including Division 01 Sections as required to properly execute the work and as necessary to maintain satisfactory progress of the work.

1.3 DEFINITIONS

- A. Request for Interpretation:
 - 1. A request from the Contractor to the Architect seeking an interpretation or clarification of some requirement of the Contract Documents.
 - 2. The following are not Requests for Interpretation:
 - a. Substitution Request.
 - b. Non-Conformance Notice.
 - c. Action Submittals.
 - d. Information Submittals.
 - e. Shop Drawings, Product Data, and Samples required by the Contract Documents.
 - f. Schedule Submittals.
 - g. Project Memos and Letters.
- B. Drawing/Specification Clarification: A response from the Architect, in response to an inquiry from the Contractor, intended to make some requirement of the drawings or specifications more clearly understood. Drawings/Specification clarification may be sketches, drawings, or in narrative form and will not change any requirements of the Drawings or Specifications.

1.4 REQUEST FOR INTERPRETATION

- A. In the event the Contract Documents require clarification or interpretation, shall submit a "Request for Interpretation" in Microsoft Word electronic format to the Architect in form approved by the Architect.
 - 1. Clearly and concisely state the issue for which clarification or interpretation is required and why a response from the Architect is needed.
 - 2. State interpretation or understanding of the Contract Document's requirements along with reasons for reaching the understanding.

3. Response from the Architect will not change requirements of the Contract Documents.
- B. The Architect will review Requests for Interpretation to determine if they are valid within the meaning of the term. If the Architect determines the document is not a Request for Interpretation, he will return the document to the Contractor for resubmission in the proper form.
- C. Responses to Request for Interpretation will be issued within five (5) days of receipt of the request from the Contractor unless the Architect determines that a longer time is necessary to provide an adequate response.
1. If a longer time is determined necessary, the Architect will notify the Contractor within the five (5) days of the anticipated response time.
 2. If the Contractor submits a Request for Interpretation on an activity with five (5) days or less float on the current Project Schedule, the Contractor shall not be entitled to any time extension due to the time it takes the Architect to respond to the request, provided that the Architect responds within the five (5) days set forth above.
- D. Drawing/Specification Clarification issued by the Architect does not constitute a change to any requirement of the Contract Documents.
1. If the Contractor believes that a Drawing/Specification Clarification to a Request for Interpretation will cause a change to the requirements of the Contract Document, the Contractor shall immediately give written notice to the Architect stating that the Contractor considers the response to be a modification to the Contract.
 2. Failure on the part of the Contractor to give such written notice immediately shall waive Contractor's right to seek additional time or cost under Division 01 Section "Contract Modifications Procedures".
- E. Where a response to a Request for Interpretation constitutes a modification to contract requirements, the Architect will follow administrative procedures under Division 01 Section "Contract Modifications Procedures".
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly in form approved by the Architect. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 30 00

ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions apply this Section.

1.2 SUMMARY

- A. Section includes performance of Work required for complete execution of accepted Alternate(s). Alternate amounts shall include modifications to and coordination of other portions of the Work necessary to accommodate accepted Alternate(s), including all adjustments in overhead, profit and bonds.
- B. Work for alternates shall comply with applicable provisions of the Contract Documents, except as otherwise indicated.
- C. Related Sections: Work of other sections, including Division 01 Sections, as required to properly execute the work and as necessary to maintain satisfactory progress of the work.
 - 1. Refer to Drawings and other Sections of these Specifications for the extent, and a more detailed description, of the work included in each Alternate.

1.3 DEFINITIONS

- A. Alternate: An amount proposed and stated on the Proposal Form for certain work defined in the Proposal Requirements that may be added to or deducted from the Base Proposal amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted,

rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS -Not Used

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Add/Deduct the following to the Contract Sum, if accepted by the Owner.
 - 1. Alternate Number 1: Provide all proposed exterior Elastimeric Coatings.

END OF SECTION

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination Drawings.
 - 2. Conservation.
 - 3. Administrative and supervisory personnel.
 - 4. Project meetings.
 - 5. 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: Work of other sections, including Division 01 Sections, as required to properly execute the work and as necessary to maintain satisfactory progress of the work.

1.3 DEFINITIONS

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

1.4 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. If necessary, 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. Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials
 - 2. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
 - 1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate required installation sequences.
 - c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

2. Sheet Size: At least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
 3. Number of Copies: Submit two opaque copies of each submittal. Architect will return one copy.
 - a. Submit five copies where Coordination Drawings are required for operation and maintenance manuals. Architect will retain two copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.
 4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.
- B. Key Personnel Names: Within 15 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. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.
- 1.6 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.
- 1.7 PROJECT MEETINGS
- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within five days of the meeting.
- B. Preconstruction Conference: 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. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of Record Documents.
 - l. Use of the premises.
 - m. Work restrictions.
 - n. Owner's occupancy requirements.
 - o. Responsibility for temporary facilities and controls.
 - p. Construction waste management and recycling.
 - q. Parking availability.
 - r. Office, work, and storage areas.
 - s. Equipment deliveries and priorities.
 - t. First aid.
 - u. Security.
 - v. Progress cleaning.
 - w. Working hours.
 - x. Rain gauge, photos, and excused delays.
 3. Minutes: 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:
 - a. The Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.

- l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at regular intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.

- 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) RFIs.
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
3. Minutes: Record the meeting minutes.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- E. Coordination Meetings: Conduct Project coordination meetings at regular 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. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Combined 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.
 - 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 contractor present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Change Orders.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.8 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
 1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
 1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of Architect.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.
 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected

- materials, assemblies, and attachments.
- C. Hard-Copy RFIs:
1. Identify each page of attachments with the RFI number and sequential page number.
- D. 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.
- E. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow seven working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 01 26 00, "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 10 days of receipt of the RFI response.
- F. 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 seven days if Contractor disagrees with response.
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Software log with not less than the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 32 00
CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 – GENERAL

1.1 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.
 3. Submittals Schedule.
 4. Daily construction reports.
 5. Material location reports.
 6. Field condition reports.
 7. Special reports.
- B. Related Sections include the following:
1. Section 01 29 00, Payment Procedures, for submitting the Schedule of Values.
 2. Section 01 31 00, Project Management and Coordination, for submitting and distributing meeting and conference minutes.
 3. Section 01 33 00, Submittal Procedures, for submitting schedules and reports.

1.2 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 is an activity that must be completed before a given activity can be started.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.

- E. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- F. Fagnnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- G. Major Area: A major department, or a similar significant construction element.
- H. Milestone: A key or critical point in time for reference or measurement.

1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. Submittal category (action or informational).
 - 4. Name of subcontractor.
 - 5. Description of the Work covered.
 - 6. Scheduled date for Architect's final release or approval.
- C. Preliminary Construction Schedule: Submit two printed copies; one a single sheet of reproducible media, and one a print.
- D. Contractor's Construction Schedule: Submit two printed copies of initial schedule, one a reproducible print and one a blue- or black-line print, large enough to show entire schedule for entire construction period.
 - 1. Submit an electronic copy of schedule, using software indicated, on CD-ROM and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.
- E. CPM Reports: Concurrent with CPM schedule, submit three printed copies of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, original duration,

remaining duration, early start date, early finish date, late start date, late finish date, and total float.

1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
 3. Total Float Report: List of all activities sorted in ascending order of total float.
 4. Earnings Report: Compilation of Contractor's total earnings from commencement of the Work until most recent Application for Payment.
- F. Daily Construction Reports: Submit two copies at weekly intervals.
- G. Material Location Reports: Submit two copies at monthly intervals.
- H. Field Condition Reports: Submit two copies at time of discovery of differing conditions.
- I. Special Reports: Submit two copies at time of unusual event.

1.4 QUALITY ASSURANCE

- A. Pre-Scheduling Conference: Conduct conference at Project site to comply with requirements in Section 01 31 00, Project Management and Coordination. Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:
1. Review software limitations and content and format for reports.
 2. Verify availability of qualified personnel needed to develop and update schedule.
 3. Discuss constraints, including phasing, work stages, area separations, and interim milestones.
 4. Review delivery dates for Owner-furnished products.
 5. Review time required for review of submittals and resubmittals.
 6. Review requirements for tests and inspections by independent testing and inspecting agencies.
 7. Review time required for completion and startup procedures.
 8. Review and finalize list of construction activities to be included in schedule.
 9. Review submittal requirements and procedures.
 10. Review procedures for updating schedule.

1.5 COORDINATION

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

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

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 - 2. Initial Submittal: Submit concurrently with preliminary bar-chart schedule. 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.
 - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.
 - 4. Submittals Schedule shall be submitted as one of the conditions precedent to the Architect releasing CAD files for Contractor's use. Refer to Section 01 33 00, Submittal Procedures, and Appendix 'A', Electronic Drawing File Transfer Agreement Form, attached thereto.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.
- C. Time Frame: Extend schedule from date established for commencement of the Work.
 - 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.
- D. Activities: Treat each 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 Section 01 33 00, 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 14 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.
- E. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Work under More Than One Contract: Include a separate activity for each contract.
 3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
 4. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 01 11 00, Summary of Work. Delivery dates indicated stipulate the earliest possible delivery date. Indicate latest possible delivery date that will not affect critical path.
 5. 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. Use of premises restrictions.
 - e. Provisions for future construction.
 - f. Seasonal variations.
 - g. Environmental control.
 6. 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. Mockups.
 - e. Fabrication.
 - f. Sample testing.
 - g. Deliveries.
 - h. Installation.
 - i. Tests and inspections.
 - j. Adjusting.
 - k. Curing.
 - l. Startup and placement into final use and operation.

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

2.3 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within seven days of date established for commencement of the work.
- 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.

2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. CPM Schedule: Prepare Contractor's Construction Schedule using a CPM network analysis diagram.
 - 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for commencement of the Work.
 - 2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
 - 3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 - 4. Use "one workday" as the unit of time.
- C. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
 - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Purchase of materials.
 - c. Delivery.
 - d. Fabrication.
 - e. Installation.
 - 2. Processing: Process data to produce output data or a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.

3. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
 - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.

- D. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following:
 1. Contractor or subcontractor and the Work or activity.
 2. Description of activity.
 3. Principal events of activity.
 4. Immediate preceding and succeeding activities.
 5. Early and late start dates.
 6. Early and late finish dates.
 7. Activity duration in workdays.
 8. Total float or slack time.
 9. Average size of workforce.
 10. Dollar value of activity (coordinated with the Schedule of Values).

- E. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
 1. Identification of activities that have changed.
 2. Changes in early and late start dates.
 3. Changes in early and late finish dates.
 4. Changes in activity durations in workdays.
 5. Changes in the critical path.
 6. Changes in total float or slack time.
 7. Changes in the Contract Time.
 8. Schedule early completion of areas in accordance with Phasing requirements.
 9. Refer to Section 01 11 00, Summary of Work.

- F. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.
 1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
 2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
 3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.

 4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
 - a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
 - b. Submit value summary printouts one week before each regularly scheduled progress meeting.

2.5 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. High and low temperatures and general weather conditions.
 5. Accidents.
 6. Meetings and significant decisions.
 7. Unusual events (refer to special reports).
 8. Stoppages, delays, shortages, and losses.
 9. Meter readings and similar recordings.
 10. Emergency procedures.
 11. Orders and requests of authorities having jurisdiction.
 12. Change Orders received and implemented.
 13. Construction Change Directives received.
 14. Services connected and disconnected.
 15. Equipment or system tests and startups.
 16. Partial Completions and occupancies.
 17. Substantial Completions authorized.
- B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a request for information (RFI) in accordance with provisions of Section 01 26 13, Requests for Interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.6 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day 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

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At bi-weekly 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 including 2 week "look ahead" 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 01 32 00

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.
- B. Related Sections: Work of other sections, including Division 01 Sections, as required to properly execute the work and as necessary to maintain satisfactory progress of the work.

1.3 DEFINITIONS

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

1.4 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 require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect 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 resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal.
 - 1. Initial Review: Allow ten (10) days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Architect will advise Contractor when a submittal being processed must be delayed for coordination.

2. Concurrent Review: Where concurrent review of submittals by Architect's consultants, Owner, or other parties is required, allow 15 days for initial review of each submittal.
- 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 4 by 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Unique identifier, including revision number.
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Other necessary identification.
- E. Deviations: Highlight, encircle, or otherwise 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 of the Contract Documents, initial submittal may serve as final submittal.
- 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. 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 of the Contract Documents, including minor variations and limitations. Include the same label information as the related submittal.
 2. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
 3. 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. Submittal and transmittal distribution record.

- i. Remarks.
 - j. Signature of transmitter.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Use only final submittals with mark indicating action taken by Architect in connection with construction.

1.5 CONTRACTOR'S USE OF ELECTRONIC DRAWING FILES

- A. Electronic copies of the construction drawings in PDF format only produced by the Architect may be furnished for Contractor's use in preparing submittals upon request by the Contractor. Requests from subcontractors will not be accepted.
1. The Contractor must submit a single written request for all files to be used; multiple requests by the Contractor may be rejected by the Architect. Request for electronic Drawing files must be accompanied by:
 - a. Signed copy of the Architect's PDF File Indemnification Agreement". This form is available upon request from the Architect.
 - b. A list of the name and number of the Drawing sheet as listed on the "Index of Drawings".
 2. By requesting electronic drawing files produced by the Architect, the Contractor acknowledges that:
 - a. Contractor is responsible for the accuracy and completeness of the Shop Drawings prepared from these files and submitted in compliance with requirements.
 - b. Files are being transmitted as a convenience to the Contractor at the request of the Contractor.
 - c. Files were not prepared by the Architect for use as Shop Drawings.
 - d. Files may not reflect most current revisions.
 - e. Architect is under no obligation to inform the Contractor of subsequent revisions to the files.
- B. The Contractor should direct written requests to each design consultant (structural, MEP, etc.) for copies of electronic drawing files produced by their offices.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
1. Number of Written Copies: Submit one copy of each submittal. Architect will return one original and one electronic copy. Mark up and retain one returned copy as a Project Record Document.
 2. Number of Drawing Copies: Submit one original copy of each drawing submittal. Architect will return one original and one electronic copy. The contractor shall

be responsible for any additional copies required for distribution. Retain one returned copy as a Project Record Document.

- B. **Product Data:** Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard 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. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operating and maintenance manuals.
 - k. Compliance with recognized trade association standards.
 - l. Compliance with recognized testing agency standards.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
- 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.
1. **Preparation:** Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Shopwork manufacturing instructions.
 - f. Templates and patterns.
 - g. Schedules.
 - h. Design calculations.
 - i. Compliance with specified standards.
 - j. Notation of coordination requirements.
 - k. Notation of dimensions established by field measurement.
 2. **Sheet Size:** Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches.

- D. Coordination Drawings: Comply with requirements in Division 01 Section “Project Management and Coordination”.
- E. Samples: Prepare physical units of materials or products, including the following:
1. Comply with requirements in Division 01 Section “Quality Control” for mockups.
 2. 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.
 3. Samples for Verification: Submit one full-size unit or Sample of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with the 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.
 4. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Architect's sample where so indicated. Attach label on unexposed side that includes the following:
 - a. Generic description of Sample.
 - b. Product name or name of manufacturer.
 - c. Sample source.
 5. Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, provide the following:
 - a. Size limitations.
 - b. Compliance with recognized standards.
 - c. Availability.
 - d. Delivery time.
 6. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
 - a. If variation in color, pattern, texture, or other characteristic is inherent in the product represented by a Sample, submit at least three sets of paired units that show approximate limits of the variations.
 - b. Refer to individual Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
 7. Number of Samples for Initial Selection: Submit one full set 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.
 8. Number of Samples for Verification: Submit one set of Samples. Architect will return Sample set. Mark up and retain returned Sample set as a Project Record Sample.

- a. Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
9. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
- a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- F. Product Schedule or List: 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.
- G. Delegated-Design Submittal: Comply with requirements in Division 01 Section "Quality Requirements".
- H. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation".
- I. Application for Payment: Comply with requirements in Division 01 Section "Payment Procedures".
- J. Schedule of Values: Comply with requirements in Division 01 Section "Payment Procedures".
- K. 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.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
1. Number of Copies: Submit one electronic copy of each submittal required. Architect will not return copy.

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 in Section 01 40 00, "Quality Control".
- B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
 - C. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
 - D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
 - E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.
 - F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
 - G. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
 - H. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
 - I. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements.
 - J. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
 - K. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.
 - L. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed

by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

- M. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with International Building Code with Amendments, if any, 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.
- N. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Division 01 Section "Closeout Procedures".
- O. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- P. 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.
- Q. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.

6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- R. 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.
- S. Construction Photographs: Comply with requirements in Division 01 Section "Construction Progress Documentation".

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check 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. Submittal number shall correspond with specification section number. NO EXCEPTIONS.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, mark to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp, and mark the stamp appropriately to indicate the action taken, as follows:
1. Final Unrestricted Release: Where the submittal is marked "No Exceptions Taken", the Work covered by the submittal may proceed provided it complies with the Contract Documents. Final acceptance will depend on that compliance.
 2. Final-but-Restricted Release: Where the submittal is marked "Reviewed as Corrected", the Work covered by the submittal may proceed provided it complies with both Architect's notations and corrections on the submittal and the Contract Documents. Final acceptance will depend on that compliance.
 3. Returned for Resubmittal: Where the submittal is marked Revise and Resubmit", do not proceed with the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity for the product submitted. Revise or prepare a new submittal according to Architect's notations and corrections.
 4. Incomplete: Where the submittal is marked "Confirm", do not proceed with the Work covered by the submittal. Prepare additional information requested, or required by the Contract Documents, that indicates compliance with requirements. Architect will indicate a number of days within which Contractor is required to submit additional information. When the additional information is not submitted during that period, the submittal may be returned for resubmittal.

5. Other Action: If the submittal is primarily for information purposes, record purposes, special processing, or other contractor activity, the submittal will be returned marked "INFORMATION ONLY - ACTION NOT REQUIRED".
 6. Informational Submittals: Architect will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Do not permit submittals to be used at the Project Site, or elsewhere where Work is in progress that are marked with any one of the following actions:
1. "REVISE AND RESUBMIT"
 2. "CONFIRM"
- D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.
- E. Informational Submittals: Architect will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

END OF SECTION

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control on the Project.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections: Work of other sections, including Division 01 Sections, as required to properly execute the work and as necessary to maintain satisfactory progress of the work.
 - 1. Related Sections include:
 - a. Division 01 Section "Testing Laboratory Services".

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full-size, physical example assemblies to illustrate finishes and materials. Mockups are used to verify selections made under Sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples.

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

1.4 DELEGATED DESIGN

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

1.5 SUBMITTALS

- A. Submit in accordance with Division 01 Section "Submittal Procedures".
- B. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- C. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.
- D. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
1. Specification Section number and title.
 2. Description of test and inspection.
 3. Identification of applicable standards.
 4. Identification of test and inspection methods.
 5. Number of tests and inspections required.
 6. Time schedule or time span for tests and inspections.
 7. Entity responsible for performing tests and inspections.
 8. Requirements for obtaining samples.
 9. Unique characteristics of each quality control service.
- E. Required Testing: As specified or noted on the Drawings, or requested by the Architect, Engineer, or Owner.
- F. Reports: Prepare and submit certified written reports that include the following:
1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.

7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Ambient conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- G. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. This Section outlines minimum standards and requirements. Refer to the Drawings and other sections of the specifications for additional requirements. Where requirements of this Section conflicts with notes on the Drawings, the notes on the Drawings shall take precedence. Bring all conflicts and discrepancies between documents to the attention of the Architect/Engineer and do not start work until such conflicts and discrepancies are clarified and corrected.
- B. 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.
- C. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- D. 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.
- E. 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.
- F. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.
- G. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations.

Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirement for specialists shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.
- H. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.
- I. Preconstruction Testing: Testing agency shall perform preconstruction testing for compliance with specified requirements for performance and test methods.
1. Contractor responsibilities include the following:
 - a. Provide test specimens and assemblies representative of proposed materials and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Fabricate and install test assemblies using installers who will perform the same tasks for Project.
 - d. When testing is complete, remove assemblies; do not reuse materials on Project.
 2. Testing Agency Responsibilities: Promptly issue a certified written report of each test, inspection, and similar quality-assurance service to Architect, Owner, Structural Engineer and Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups required to comply with the following requirements, using materials indicated for the completed Work:
1. Construct integrated mockup composed of exterior finishes and materials and constructed to conform to indicated details.
 2. Mockup Size: Not more than 10 feet by 10 feet.
 3. Conform to the details on the Drawings for construction. Demonstrate the proposed range of aesthetic effects and workmanship.
 4. Notify Architect seven (7) days in advance of dates and times when mockups will be constructed.
 5. Demonstrate the proposed range of aesthetic effects and workmanship.
 6. Obtain Architect's approval of mockups before starting work, fabrication, or construction. Architect's approval will be for quality of workmanship, material finish, and detailed integration of materials.
 7. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 8. Demolish and remove mockups when directed, unless otherwise indicated.

1.7 QUALITY CONTROL

- A. Owner Responsibilities: Owner will engage and pay for a qualified testing agency to perform these services.
1. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
 6. The absence of Owner Provided Testing Services during construction shall not relieve the Contractor from constructing the project in accordance with the Construction Documents. The Contractor shall be responsible for proving and payment of testing services necessary to assure this conformance.
- B. Special Tests and Inspections: Owner will engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.
1. Testing agency will notify Architect, Engineer, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Engineer and Contractor and to authorities having jurisdiction.
 3. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 5. Testing agency will retest and reinspect corrected work.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
 5. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field-curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 14 days of date established for commencement of the Work.
1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.1 TESTING

- A. As specified in Division 01 Section "Testing Laboratory Services" and individual specification sections.

3.2 ACCEPTABLE TESTING AGENCIES

- A. Material Testing: To be selected and paid for by the Owner.
- B. Special Inspections: To be selected and paid for by the Owner.

3.3 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

SECTION 01 42 00

DEFINITIONS AND ABBREVIATIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Definitions of terms and abbreviations, and explanation of the organization, interpretation and use of the Drawings, Specifications and associated Contract Documents.

1.2 TERMINOLOGY

- A. The following terms shall be understood as herein defined, as applicable in the context, unless the context clearly indicates otherwise.
1. **Architect:** Joiner Architects, Inc., or its designated representative(s).
 2. **Owner:** Galveston County, Texas, or its designated representative(s).
 3. **Product:** Includes materials, equipment and systems.
 4. **Furnish:** To supply and deliver to the job site, ready for unpacking, assembly and installation.
 5. **Install, Installation, etc.:** Refer to operations at the project site, including handling, storage, unpacking, assembly, erection, placing, anchoring, applying, connecting, working to dimension, finishing, curing, protecting, cleaning and similar operations.
 6. **Installer:** The entity (person or firm) engaged by Contractor, or its subcontractor or subsubcontractor, for performance of a particular unit of work at the site, including installation, erection, application and similar operations. Such entities ("Installers") must be experienced and expert in the operations they are engaged to perform.
 7. **Provide:** To furnish *and* install, complete and ready for the intended use.
 8. **Suitable, reasonable, proper, correct, necessary, etc.:** Such terms shall mean suitable, reasonable, proper, correct, or necessary for the purpose intended as required by the contract documents, in the judgment of the Architect.
 9. **Including, such as:** Always to be understood in the most inclusive sense, namely, "including, but not limited to", and "such as, but not limited to".
 10. **Indicated:** A reference to information found elsewhere in the Contract Documents, including information in the Project Manual, schedules, drawings, details or notes.
 11. **Shown, noted, scheduled, detailed:** Also used for reference to information shown on drawings and in schedules. These terms and the word "indicated" are used for the purpose of helping the reader locate the reference; no limitation of location is intended unless specifically stated.
 12. **Exposed:** Any item or surface, exterior or interior, which can be seen by a person outside the building, or a person inside any usable space within the building during normal activity.
 13. **Remove:** Where not applicable to salvage, retained materials, materials to be re-installed or relocated or otherwise qualified, means to disassemble, dismantle or demolish and transport from Owner's property.
 14. **Punch List:** A comprehensive list of items to be completed or corrected.

1.3 DRAWING INTERPRETATION

- A. Product notes on the drawings are for identification of materials.
- B. Sections and details show typical products and assemblies. Provide completely materials which are vignetted or only partially shown to avoid repetition. Each product indicated on drawings shall be continuous throughout all parts of the project where the section or the detail applies.
- C. Provide related products and suitable workmanship at corners and intersections necessary for structural integrity, weathertightness and continuity of appearance.
- D. Only major attachments and accessories are indicated in the drawings and specified in the Project Manual. Provide all anchors, bolts, screws, nails, adhesives and other fastenings necessary to produce a firmly fastened, smoothly functioning, weathertight, secure and neat installation.
- E. Larger scale drawings generally take precedence over smaller scale.
- F. Use numerical dimensions indicated. Do not scale drawings. Check figures on drawings before starting the work affected.
- G. If necessary dimensions or figures are inadvertently omitted or conflict with other dimensions, drawings or specifications, notify the Architect. Do not proceed with the work without correct and definite information provided by the Architect in writing.

1.3 PROJECT MANUAL INTERPRETATION

- A. Section titles do not limit the content, scope or meaning of the section, nor is it fully descriptive of the requirements specified therein.
- B. Each section of the specifications has been subdivided into parts for uniformity and convenience. These parts and the titles of these parts do not limit the requirements of the text.
- C. The work specified in any one Section is related to and dependent upon the work specified in other sections. Work specified in all Sections is governed by the terms of the Contract and provisions of the General Conditions, Supplementary Conditions and Division 1 General Requirements.
- D. The cross-reference paragraphs Related Requirements etc. are general items included for the convenience of Project Manual users and shall not be considered all-inclusive in any case.
- E. Cross referencing to other Sections may be made by inclusion of the section title in capital letters without a preceding word Section or Section number (e.g. See UNIT MASONRY).
- F. Imperative Language: Used generally; except as otherwise indicated, requirements expressed imperatively are to be performed by Contractor. For clarity of reading at certain locations, contrasting indicative language is used to describe responsibilities to be

fulfilled indirectly by Contractor, or when so indicated, by others.

- G. If requirements of the Contract Documents are unclear or conflict with each other, and if conditions indicated in the Contract Documents do not reflect accurately the conditions found to exist at the site, request and receive clarification, interpretation or further instruction from the Architect before proceeding with the affected work.

1.4 ABBREVIATIONS

- A. Following is a list of construction terms, industry organizations and government agencies to which reference may be made by abbreviations in the Project Manual and other Contract Documents.

AAMA	American Architectural Manufacturers' Association
ACI	American Concrete Institute
ACIL	American Council of Independent Laboratories
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AMCA	Air Movement and Control Association
ANSI	American National Standards Institute
APA	American Plywood Association
ARI	Air Conditioning and Refrigeration Institute
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers Association
AWPB	American Wood Preservers Bureau
AWPI	American Wood Preservers Institute
AWS	American Welding Society
BIA	Brick Institute of America
BHMA	Builder's Hardware Manufacturers Association
CDA	Copper Development Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
DHI	Door Hardware Institute
EPA	Environmental Protection Agency
FGMA	Flat Glass Marketing Association
FM	Factory Mutual
FS	Federal Specification
GA	Gypsum Association
MIL	Military Standard

NAAMM	National Association of Architectural Metal Manufacturers
NCMA	National Concrete Masonry Association
NEC	National Electrical Code (Published by NFPA)
NEMA	National Electrical Manufacturers Association
NFBU	National Board of Fire Underwriters
NFPA	National Fire Protection Association
NIST	National Institute of Standards & Technology (formerly National Bureau of Standards)
NRCA	National Roofing Contractors' Association
NRMCA	National Ready Mix Concrete Association
NWMA	National Woodwork Manufacturers' Association
OSHA	Occupational Safety and Health Administration (U.S. Department of Labor)
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PS	Product Standard of NIST (U.S. Department of Commerce)
SDI	Steel Door Institute
SFPA	Southern Forest Products Association
SPIB	Southern Pine Inspection Bureau
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Steel Structures Painting Council
TCA	Tile Council of America
UL	Underwriters' Laboratories
WWPA	Western Wood Products Association

PART 2 - NOT USED

PART 3 - NOT USED

END OF SECTION 01 42 00

SECTION 01 42 10

REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes references used within the Specifications.
- B. Related Sections: Work of other sections, including Division 01 Sections as required to properly execute the work and as necessary to maintain satisfactory progress of the work.

1.3 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. Unless otherwise indicated, the following definitions apply to this project:
 - 1. "Approved": The term "approved," when used to convey Architect's action on Contractor's submittals, applications, and requests, is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
 - 2. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by Architect, requested by Architect, and similar phrases.
 - 3. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on Drawings or to other paragraphs or schedules in Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference.
 - 4. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
 - 5. "Furnish": The term "furnish" means to supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
 - 6. "Install": The term "install" describes operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
 - 7. "Provide": The term "provide" means to furnish and install, complete and ready for the intended use.
 - 8. "Installer": An installer is the 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.

9. The term “experienced,” when used with an entity, means having successfully completed a minimum of 3 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.
 - a. Using a term such as “carpentry” does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as “carpenter.” It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
10. Additional Definitions: Refer to Division 01 Section "Codes, References and Definitions".

1.4 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. Conflicting Requirements:
 1. 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.
 2. 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.
- D. Copies of Standards:
 1. Each entity engaged in construction on Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 2. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source and make them available on request.

E. Abbreviations and Acronyms:

1. Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the name of entities generally recognized in the construction industry. The Architect will make a complete list available by the to the Contractor upon written request. Types of entities include:
 1. Industry Organizations.
 2. Code Agencies.
 3. Federal Government Agencies.
 4. State Government Agencies.
2. Abbreviations and acronyms used in the Specifications and other Contract Documents include, but are not limited to those listed in Division 01 Section "Codes, Regulations and Standards".

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections: Work of other sections, including Division 01 Sections, as required to properly execute the work and as necessary to maintain satisfactory progress of the work.

1.3 DEFINITIONS

- A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 SUBMITTALS

- A. Submit under provisions of Division 01 Section "Submittal Procedures".
- B. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- C. Implementation and Termination Schedule: Within 15 days of date established for submittal of Contractor's Construction Schedule, submit a schedule indicating implementation and termination of each temporary utility.

1.5 QUALITY ASSURANCE

- A. This Section outlines minimum standards and requirements. Refer to the Drawings, and other sections of the Specifications for additional requirements. Bring all conflicts and discrepancies between documents to the attention of the Architect and Engineer and do not start work until such conflicts and discrepancies are clarified and corrected.
- B. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
 - 1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.

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

1.6 PROJECT CONDITIONS

- A. Temporary Utilities
- B. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
 1. Keep temporary services and facilities clean and neat.
 2. Relocate temporary services and facilities as required by progress of the Work.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Temporary Utilities, Services, and Facilities:
 1. Utilities:
 - a. Water, sewer, electrical for lighting, power, heat and air conditioning, and permanent fire protection that exist within the area of the Project, as indicated on the Drawings, will be made available to the Contractor and paid for by the Owner. By accepting use of these services and facilities the Contractor agrees to keep them clean and in good working condition at all times and upon completion of the Project, turn over all services and facilities, indicated to remain, in as good or better condition than existed at start of the Project. All additional temporary services and facilities necessary to complete the Project shall be included at no additional expense to the Owner.
 - 1) Contractor shall provide temporary wiring, lamps, distribution of power, and equipment required for construction, inspection and testing of Work.
 - 2) Contractor shall provide temporary water hoses and equipment required during construction, inspection and testing of Work.
 - 3) Contractor shall provide temporary climate control (heating, cooling and humidity control) required for construction of Work.
 - a) Provide heat to prevent freezing and to avoid damage to materials in storage, during and after installation, and during curing and drying of materials and finishes. Contractor shall provide and maintain such dependable

source of supply of heat, cooling, and humidity control as necessary until the Work is accepted. No open fire heaters will be permitted. No mold, mildew, rust, or sagging materials resulting from humidity will be allowed.

2. Temporary Toilets and Sanitation: Contractor will be required to provide and maintain portable sanitary facilities in sanitary condition in accordance with authorities having jurisdiction.
 3. Drinking Water, Paper Cups, and Waste Facilities: Contractor shall provide drinking water, paper cups, and adequate waste facilities for paper cup disposal. Empty and maintain waste disposal in accordance with authorities having jurisdiction.
 4. Temporary Communications Service:
 - a. Contractor shall furnish and maintain the following for Contractor's superintendent's use for the duration of the Project.
 - 1) Mobile telephone. All costs in connection with this mobile telephone shall be paid by the Contractor.
- B. Temporary Protection:
1. Contractor shall at all times provide temporary protection against weather, so as to maintain all work, materials, apparatus, and fixtures free from injury and damages.
 2. At the end of the day's work, all new work likely to be damaged shall be covered or otherwise protected.
 3. Contractor shall protect all walls and floors, including existing elevators and stairs used in the route for moving materials to the Work area.
- C. Temporary Storage Sheds: Contractor shall provide its own storage sheds on the premises, maintain them during construction, and remove them upon completion of the Work.
1. When any area in the building is used for a staging area, storage area, shop area, etc., the Contractor shall be responsible for repairs, patching, and cleaning required as a result of such use. All repair and replacement costs and expenses shall be at no additional expense to the Owner.
 2. Building materials, Contractor's equipment, etc., may be stored on the premises, with Owner's permission, but the placing and handling of such materials and equipment shall not encumber the site or interfere with Owner's operations. They shall be able to be inspected at all times and shall be the Contractor's responsibility to protect.
- D. Temporary First Aid Facilities:
1. Contractor shall provide first aid equipment and supplies, with qualified personnel continuously available to render first aid at the site.
 2. Contractor shall provide a "911" sign, posted at the field office telephone for emergency medical services.
- E. Temporary Barricades, Fences, Enclosures, Lights, and Security:
1. Contractor shall provide barricades required by Owner or local building authority.

The Contractor shall also maintain area free of unauthorized personnel which shall include Project working area and storage locations allocated by the Owner to the Contractor. The Contractor shall also protect adjacent property free from disturbance, dust, and from noise as much as feasible. Paint barricades with two coats of latex enamel in up to three colors as selected by the Architect.

2. Provide temporary enclosures to separate work areas from the areas of existing building occupied by Owner; to prevent penetration of dust or moisture into occupied areas, to prevent damage to existing equipment, and to protect Owner's employees and operations from construction work.
3. Temporary Construction Fencing: If staging and storage area is used outside building, Contractor shall provide a minimum 6 feet-0 inch high chain link construction fence around the perimeter of the construction area for the duration of the construction period. Said temporary construction fence shall have lockable access gates necessary to adequately access the site in order to execute the project. Access gates shall be locked at the completion of each days' work.
4. Contractor shall be held responsible for all injury to the work and persons due to failure of barricades, signs, lights, and security to protect it; and wherever evidence is found of such injury, the Owner may order the work so injured to be immediately removed and replaced by the Contractor. All costs and expenses for such occurrences shall be borne by the Contractor at no additional expense to the Owner. Contractor's responsibility for maintenance of barricades, signs, and lights, and for providing security, shall not cease until the Project has been completed and is accepted by the Owner.

F. Temporary Parking:

1. Contractor shall be responsible to arrange for parking at the site with the Owner.
 1. Owner will not be responsible for contractor, subcontractor, vendor, or their employees parking charges.
 2. Owner will not be responsible for any damages, towing, or storage lot charges of any vehicle illegally parked.
 3. Owner will not be responsible for any loss, damage, or theft from or of any vehicles of any contractor, subcontractor, vendor, or their employees.

G. Temporary Signs:

1. Provide a project sign as designated by the Architect. All lettering shall be performed by a professional sign painter. The sign will include the name of the Project, Owner, Contractor, Architect, and each of the project consultants. The Architect will provide a project sign layout after the award of the Contract.
2. Other signs permitted at the site: Locate where required by authorities having jurisdiction.
 - a. Warning signs.
 - b. Directional signs.
 - c. Identification signs at field offices.
 - d. Emergency medical services sign at field offices.
 - e. Other signs required by authorities having jurisdiction.
3. Contractor shall allow no other signs to be displayed at the project site, unless authorized in writing by the Owner and Architect.

H. Temporary Construction Operations:

1. Temporary Stairs, Ladders, Scaffolds, Chutes, Hoists, Runways, and Similar Facilities:
 - a. Provide and maintain all temporary equipment and construction such as temporary stairs, ladders, ramps, scaffolds, hoists, runways, derricks, chutes, and similar facilities necessary for the proper execution of the Work. Include temporary shoring and bracing to protect against heavy loading of equipment or materials.
 - b. All such apparatus, equipment, and construction shall comply with all applicable laws, rules, regulations, codes, ordinances, and orders of all Federal, State, and Local authorities having jurisdiction.
 - c. Scaffolding shall be furnished, installed, maintained, and removed as necessary for proper execution of the Work and shall be erected on the side of the wall on which facing work occurs. Scaffolding shall not be built into any finish facing material.

- I. Temporary Fire Protection: Construction practices, including cutting and welding, and fire protection during construction shall be in accordance with applicable requirements of Federal, State, and Local laws and codes.
 1. Gasoline and other flammable liquids shall be stored in Underwriters Laboratories listed safety containers. Storage shall not be permitted within the building. All storage shall be in accordance with applicable requirements of Federal, State, and local laws and codes.
 2. During all gas burning or welding operations within or on the building, furnish fire watch with portable fire extinguisher available. Maintain fire watch for minimum two hours after such operations have ended, unless directed otherwise.
 3. Do not smoke or light fires of any kind in or about the premises. Prohibit the use of salamanders and other open flames within building.
 4. All tarpaulins that may be used for any purpose during the construction of the Work shall be made of material which is resistant to fire, water, and weather.
 5. The Contractor shall schedule the Work so that the permanent fire protection system shall be installed and made operable at the earliest possible date. At such time, the Contractor shall furnish sufficient hose to provide adequate coverage of each floor in the event of fire.
 6. Contractor shall also furnish adequate portable fire extinguishers of type and adequate size.

- J. Temporary Construction Entrance and Truck Washdown Area:
 1. Contractor shall provide and maintain a stabilized construction entrance/exit as indicated on Drawings and a truck washdown pit area suggested by the Contractor and approved by the Owner.

2.2 DIGITAL CAMERA

- A. Contractor shall furnish and maintain a digital camera with a minimum sensor size of 4.0 megapixels, and an image resolution of not less than 1024 by 768 pixels for his superintendent's use for the duration of the Project. Furnish Architect with photographs when so directed.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

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

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.

3.3 RELOCATION AND REMOVALS

- A. Relocate temporary services and facilities as required by progress of construction, by storage or work requirements, and to accommodate legitimate requirements of Owner and other contractors employed at the Site.
- B. Completely remove temporary services and facilities when their use is no longer required.

3.4 CLEANING AND REPAIR

- A. Clean and repair damage caused by temporary services and facilities to new condition for specified Work and to a condition as good as or better than existed prior to start of Work for existing construction, services, and facilities.

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes the following administrative and procedural requirements:
 - 1. Selection of products for use in Project; product.
 - 2. Delivery, storage, and handling.
 - 3. Manufacturers' standard warranties on products and special warranties.
 - 4. Product options, substitutions, and comparable products.
- B. Related Sections: Work of other sections, including Division 01 Sections, as required to properly execute the work and as necessary to maintain satisfactory progress of the work.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

- D. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
- E. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

1.4 SUBMITTALS

- A. Substitution Requests: Submit one electronic copy of each request for consideration. No faxes will be accepted. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use Division 01 Section "Substitution Request Form" or other form approved by Architect.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.

1. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
 3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Acceptance: Change Order.
 - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
- B. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
 1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 2. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.
 - h. Identification of items that require early submittal approval for scheduled delivery date.
 3. Completed List: Within 30 days after date of commencement of the Work, submit one electronic copy of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 4. Architect's Action: Architect will respond in writing to Contractor within 15 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement that products comply with the Contract Documents.
- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures". Show compliance with requirements.

1.5 QUALITY ASSURANCE

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

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
 - 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 ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 - 5. Store products to allow for inspection and measurement of quantity or counting of units.
 - 6. Store materials in a manner that will not endanger Project structure.
 - 7. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 8. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 9. Protect stored products from damage.
- B. Storage: Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Refer to Divisions 02 through 48 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures".

PART 2 - PRODUCTS**2.1 PRODUCT OPTIONS**

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. 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.
 5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
 7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures: Procedures for product selection include the following:
1. Product:
 - a. Where Specification paragraphs or subparagraphs titled "Product" name a single product and manufacturer, provide the product named.
 - b. Substitutions will not be considered, unless otherwise indicated.
 2. Manufacturer/Source:
 - a. Where Specification paragraphs or subparagraphs titled "Manufacturer" or "Source" name single manufacturers or sources, provide a product by the manufacturer or from the source named that complies with requirements.
 - b. Substitutions will not be considered, unless otherwise indicated.
 3. Products:
 - a. Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
 - b. Substitutions will not be considered, unless otherwise indicated.

4. **Manufacturers:**
 - a. Where Specification paragraphs or subparagraphs titled “Manufacturers” introduce a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 - b. Substitutions will not be considered, unless otherwise indicated.
5. **Available Products:** Where Specification paragraphs or subparagraphs titled “Available Products” introduce a list of names of both products and manufacturers, provide one of the products listed or another product that complies with requirements. Comply with provisions in “Comparable Products” Article to obtain approval for use of an unnamed product.
6. **Available Manufacturers:** Where Specification paragraphs or subparagraphs titled “Available Manufacturers” introduce a list of manufacturers' names, provide a product by one of the manufacturers listed or another manufacturer that complies with requirements. Comply with provisions in “Comparable Products” Article to obtain approval for use of an unnamed product.
7. **Product Options:** Where Specification paragraphs titled “Product Options” indicate that size, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide either the specific product or system indicated or a comparable product or system by another manufacturer. Comply with provisions in “Product Substitutions” Article.
8. **Basis-of-Design Products:**
 - a. Where Specification paragraphs or subparagraphs titled “Basis-of-Design Product(s)” are included and also introduce or refer to a list of manufacturers' names, provide either the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in “Comparable Products” Article to obtain approval for use of an unnamed product.
 - b. Substitutions will not be considered, unless substitution is submitted in accordance with Division 01 Section "Product Requirements" and Division 01 Section "Substitution Request Form" or other Architect approved form is submitted for each product, material, or equipment for which a substitution is requested. One form is required for each item substituted.
9. **Visual Matching Specification:**
 - a. Where Specifications require matching an established Sample, select a product (and manufacturer) that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches satisfactorily.
 - b. If no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents on “substitutions” for selection of a matching product.

10. Visual Selection Specification:
 - a. Where Specifications include the phrase “as selected from manufacturer's colors, patterns, textures” or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.
 - b. Standard Range: Where Specifications include the phrase “standard range of colors, patterns, textures” or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that does not include premium items.
 - c. Full Range: Where Specifications include the phrase “full range of colors, patterns, textures” or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
- B. Conditions for Consideration: Architect/Engineer will consider Contractor's request for substitution when the following conditions are satisfied and Division 01 Section "Substitution Request Form" or other Architect/Engineer approved form is submitted for Architect's/Engineer's approval.
 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 2. Requested substitution does not require extensive revisions to the Contract Documents.
 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 4. Substitution request is fully documented and properly submitted.
 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
 7. Requested substitution is compatible with other portions of the Work.
 8. Requested substitution has been coordinated with other portions of the Work.
 9. Requested substitution provides specified warranty.
 10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.3 COMPARABLE PRODUCTS

- A. Where products or manufacturers are specified by name, submit the following, in addition to other required submittals, to obtain approval of an unnamed product:

1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 63 10

SUBSTITUTION REQUEST FORM

Submit Form in accordance with Division 01 Section "Product Requirements", Paragraph 2.2

DATE: _____

TO: _____

ATTENTION: _____

PROJECT: _____

We submit for your consideration the following product as a substitution for the specified product:

Section No.	Paragraph	Specified Product
_____	_____	_____

Proposed Substitution: _____

Reason for Substitution: _____

Product Data:

Attach complete technical data for both the specified product and the proposed substitution. Include information on changes to Contract Documents that the proposed substitution will require for its proper installation.

Samples:

_____ Attached _____ Will be furnished upon request

Does the substitution affect dimensions shown on Drawings?

_____ No _____ Yes (explain) _____

Effects of proposed substitution on other Work: _____

Differences between proposed substitution and specified Product: _____

Manufacturer's warranties of the proposed substitution are:

_____ Same _____ Different (explain) _____

Maintenance service and spare parts are available for proposed substitution from: _____

Previous installations where proposed substitution may be seen: _____

Project: _____ Project: _____

Owner: _____ Owner: _____

Architect: _____ Architect _____

Date Installed: _____ Date Installed: _____

Cost savings to be realized by Owner, if proposed substitution is approved: _____

Change to Contract Time, if proposed substitution is approved:

_____ No Change _____ Add _____ days _____ Deduct _____ days

Submittal constitutes a representation that Contractor has read and agrees to the provisions of Division 01 Section "Product Requirements".

Submitted by Contractor:

Signature

Firm

For Use by Architect:

Based on the information supplied by the Contractor, the Architect has reviewed the proposed substitution on the basis of design concept of the Work and conformance with information given in Contract Documents.

_____ Approved _____ Approved as Noted _____ Rejected

Submit Additional Information: _____

By: _____ Date: _____

END OF SUBSTITUTION REQUEST FORM

SECTION 01 73 29 - CUTTING AND PATCHING

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK OF THIS SECTION:

- A. Section Includes: Procedures for cutting, patching, removal, replacement and refinishing necessitated by damage to or deterioration of installed new work, cutting and removal for access or inspection and similar causes.

1.02 QUALITY ASSURANCE:

- A. Perform cutting, patching, removal, replacement and refinishing work so as to preserve the aesthetic and structural integrity, continuity and uniformity of materials and construction.

PART 2 - PRODUCTS

2.01 CUTTING:

- A. Neatly cut materials to be removed, leaving a clean edge on adjacent material to remain. Break out material to be removed carefully so irregular edges or surfaces will not be visible after repair, patching and/or replacement and completion of construction.
- B. Unfasten and dismantle assembled systems wherever possible at joints between components. Remove components in complete pieces, cutting only where unavoidable.
- C. Structural Elements: If removal or alteration becomes necessary, perform such removal or alteration only upon written approval of the Architect and Owner.

2.02 PATCHING, REPAIRING AND REFINISHING:

- A. Promptly repair, patch and/or replace items or materials damaged by construction operations in compliance with applicable requirements of the Section covering the work to be performed and the requirements of this Section, at no additional cost to the Owner.
- B. Repair damaged areas exposed to view on all finished surfaces. Match adjacent like materials and finish.

END OF SECTION 01 73 29

SECTION 01 74 00

WARRANTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 WARRANTIES

- A. The Contractor shall submit to the Architect the project warranty for the entire Work and special warranties required by the Specifications, on the Contractor's letterhead, and in the forms identical to those included in pages 2 and 3 of this Section.
 - 1. The period of time for the Project Warranty shall be one year from Date of Substantial Completion.
 - 2. The period of time for Special Warranty work shall be as required by the applicable Section of the Specifications.
 - 3. Submittal of all warranties is required as prerequisite to the final payment.
- B. Related Sections: Work of other sections, including Division 01 Sections, as required to properly execute the work and as necessary to maintain satisfactory progress of the work.

PROJECT WARRANTY FOR GENERAL CONSTRUCTION

WHEREAS, _____ (Contractor),

Telephone () _____ has performed general construction work on the

following project: _____

Address _____

For _____ (Owner),

Address _____, and,

WHEREAS, Contractor has agreed to warrant said work to be new, unless otherwise specified in the Contract Documents, and that all Work is of good quality, free from faults and defects, and in accordance with the Contract Documents.

NOW THEREFORE, Contractor hereby warrants said work in accordance with terms hereof, complying with terms of Contract with Owner dated _____, 20 , that:

We agree to repair or replace to the satisfaction of the Architect all work that may prove defective in workmanship or materials within the warranty period, ordinary wear and tear and unusual abuse or neglect excepted, together with all other work which may be damaged or displaced in so doing.

All repairs or replacements shall have a warranty period equal to the original warranty period as herein stated, dated from the final acceptance of repairs or replacement.

WARRANTY PERIOD One year, STARTING _____, TERMINATING _____.

IN WITNESS THEREOF, this instrument has been duly executed this _____ day of

_____, 20 , for Contractor by

(signature)

(typed name)

as its _____
(position)

SPECIAL WARRANTY FOR

WHEREAS, _____ (Contractor),
 Address _____
 Telephone () _____ has performed _____
 work on the following project: _____
 Address _____,
 For _____ (Owner),
 Address _____, and,

WHEREAS, Contractor has agreed to warrant said work to be new, unless other-wise specified in the Contract Documents, and that all Work is of good quality, free from faults and defects, and in accordance with the Contract Documents.

NOW THEREFORE, Contractor hereby warrants said work in accordance with terms hereof, complying with terms of Contract with Owner dated _____, 20 , that:

We agree to repair or replace to the satisfaction of the Architect all work that may prove defective in workmanship or materials within the warranty period, ordinary wear and tear and unusual abuse or neglect excepted, together with all other work which may be damaged or displaced in so doing.

All repairs or replacements shall have a warranty period equal to the original warranty period as herein stated, dated from the final acceptance of repairs or replacement.

WARRANTY PERIOD _____ years, STARTING _____, TERMINATING _____.

IN WITNESS THEREOF, this instrument has been duly executed this _____ day of _____, 20 , for Contractor by

 (signature) (typed name)

as its _____
(position)

And has been countersigned in accordance with terms and conditions, for Installer by

 (signature) (typed name)

as its _____
(position)

Name of Firm _____

Address _____

END OF SECTION

SECTION 01 74 10

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following, as applicable:
 - 1. Salvaging nonhazardous construction waste.
 - 2. Recycling nonhazardous construction waste.
 - 3. Disposing of nonhazardous construction waste.
- B. Related Sections: Work of other sections, including Division 01 Sections, as required to properly execute the work and as necessary to maintain satisfactory progress of the work.

1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction. Construction waste includes packaging.
- B. Disposal: Removal off-site construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- C. Recycle: Recovery of construction waste for subsequent processing in preparation for reuse.
- D. Salvage: Recovery of construction waste and subsequent turnover to Owner, sale, or reuse in another facility.
- E. Salvage and Reuse: Recovery of construction waste and subsequent incorporation into the Work.

1.4 SUBMITTALS

- A. Submit under provisions of Division 01 Section "Submittal Procedures".
- B. Waste Management Plan: Submit three (3) copies of plan within seven (7) days of date established for commencement of the Work.
- C. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit three (3) copies of report. Include the following information, as applicable:
 - 1. Material category.

2. Generation point of waste.
 3. Total quantity of waste in tons.
 4. Quantity of waste salvaged, both estimated and actual in tons.
- D. Waste Reduction Calculations: Before request for Substantial Completion, submit three (3) copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- E. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- F. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- G. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- H. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- I. Qualification Data: For Waste Management Coordinator.

1.5 QUALITY ASSURANCE

- A. This Section outlines only minimum standards and requirements. Refer to the Drawings and other sections of the specifications for additional requirements. Bring all conflicts and discrepancies to the attention of the Architect and do not start work until such conflicts and discrepancies are clarified and corrected.
- B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Waste Management Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination". Review methods and procedures related to waste management including, but not limited to, the following:
1. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
 2. Review requirements for documenting quantities of each type of waste and its disposition.
 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 5. Review waste management requirements for each trade.

1.6 WASTE MANAGEMENT PLAN

- A. General: Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 - 1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
 - 2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 - 5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 - 6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.
- D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:
 - 1. Total quantity of waste.
 - 2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
 - 3. Total cost of disposal (with no waste management).
 - 4. Revenue from salvaged materials.
 - 5. Revenue from recycled materials.
 - 6. Savings in hauling and tipping fees by donating materials.
 - 7. Savings in hauling and tipping fees that are avoided.
 - 8. Handling and transportation costs. Include cost of collection containers for each type of waste.
 - 9. Net additional cost or net savings from waste management plan.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement waste management plan as approved by Architect. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
 - 1. Comply with Division 01 Section "Temporary Facilities and Controls" for operation, termination, and removal requirements.
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
 - 1. Distribute waste management plan to everyone concerned within three (3) days of submittal return.
 - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. 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.

3.2 RECYCLING CONSTRUCTION WASTE, GENERAL

- A. General: Recycle 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 Owner.
- 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. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from the weather.
5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

3.3 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate and bag materials.
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.

B. Site-Clearing Wastes: Chip brush, branches, and trees on-site.

1. Comply with requirements in Division 32, Landscape Sections or Landscape Drawings for use of chipped organic waste as organic mulch.

C. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
 - a. Comply with requirements in Landscape Sections for use of clean sawdust as organic mulch.

D. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.

1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.
 - a. Comply with requirements in Division 32, Landscape Sections or Landscape Drawings for use of clean ground gypsum board as inorganic soil amendment.

3.4 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning or burying debris on site is not permitted.
- C. Disposal: Transport waste materials and legally dispose of them off Owner's property.

END OF SECTION

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion and Final Inspection procedures.
 - 2. Post-occupancy inspection procedures.
 - 3. Project Record Documents
 - 4. Operation and maintenance manuals.
 - 5. Warranties.
 - 6. Instruction of Owner's personnel.
 - 7. Final cleaning.
 - 8. Close-Out Forms (Exhibits following this Section).
- B. Related Sections: Work of other sections, including Division 01 Sections, as required to properly execute the work and as necessary to maintain satisfactory progress of the work.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - a. Apply for and obtain from the Building Official a Temporary Certificate of Occupancy in the Owner's name.
 - b. The Certificate is to be obtained and posted as required by the Building Official prior to the final inspection by the Owner.
 - c. Temporary Certificate in lieu of a Certificate of Occupancy will be sufficient, as the Owner's prerequisite for his final inspection, only when his specific written approval has been obtained.
 - 5. Prepare and submit one hard copy and one electronic PDF copy of Project Record Documents (As-Built Drawings) and send both copies to Architect,

- operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 6. Deliver tools, keys, spare parts, extra materials, operation and maintenance manuals, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 8. Complete startup testing of systems.
 9. Submit test/adjust/balance records.
 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 11. Advise Owner of changeover in heat and other utilities.
 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 13. Complete final cleaning requirements, including touchup painting.
 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
 15. Change all air conditioning filters and permit Owner or his representative to inspect.
- B. Inspection: Submit a written request for inspection for Substantial Completion. 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. Re-inspection: Request re-inspection 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.

1.4 FINAL COMPLETION

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

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

1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: General Contractor shall be responsible for transcribing and submission of punch list. Architect will walk the Project and assist General Contractor in the development of the list. Submit one electronic copy of list in Microsoft Word format. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor, where applicable.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.

1.7 POST-OCCUPANCY INSPECTION

- A. Conduct a post-occupancy inspection of the Work in the company of the Owner's Representative and the Owner before expiration of the one-year correction period.
1. Schedule the post-occupancy inspection not later than 20 days before the end of the one-year correction period.
 2. Provide not less than 5 day's written notice to the Owner prior to the anticipated date of post-occupancy inspection.
 3. Prepare a list of those portions of the Work found not to be in compliance with the Contract Documents by the Owner's Representative and the Owner and forward a copy of the list to the Owner.
 4. Correct the Work to comply with the Contract Documents to the satisfaction of the Owner's Representative and the Owner.
 5. The Contractor shall endeavor to correct the Work before the end of the one-year correction period. Where corrective Work cannot be completed in this time period, the Contractor shall be required to complete corrections within a reasonable time after the end of the one-year correction period.
- B. The Contractor shall not be responsible for correction of Work which has been damaged because of neglect or abuse by the Owner nor shall the Contractor be responsible for the replacement of parts necessitated by normal wear in use.

1.8 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.
- B. Record Drawings (As Built-Drawings): Maintain and submit one electronic copy in PDF format of Contract Drawings and Shop Drawings.

- 1. Mark Record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - d. Subject to Architect's approval, mark Contract Drawings showing actual physical conditions, completely and accurately.
 - e. Each sheet of the prints shall be certified as to correctness by the Contractor, and where any major portion of the Work is performed by a Subcontractor, the tracings reflecting said subcontract Work shall be properly countersigned by the Subcontractor. Certify record drawing prints as follows:

CERTIFIED CORRECT (3/8-inch high letters)
(Name of Subcontractor)

By: _____

Date: _____

- f. After all corrections, changes and deviations have been transferred to the prints, the Contractor shall submit the prints to the Architect for review and comments. If additional information is required, or if the drawings are incomplete, the Architect will return the prints to the Contractor for required action. If the record drawings are complete, the Contractor shall, upon notice by the Architect, submit the record drawing prints to the Architect for delivery to the Owner.
- 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
- 3. Mark important additional information that was either shown schematically or omitted from original Drawings.
- 4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.

5. Identify and date each Record Drawing; include the designation PROJECT RECORD DRAWING in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Note related Change Orders, Record Drawings, and Product Data, where applicable.
- D. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

1.9 OPERATION AND MAINTENANCE MANUALS

- A. Assemble a complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
1. Operation Data:
 - a. Emergency instructions and procedures.
 - b. System, subsystem, and equipment descriptions, including operating standards.
 2. Maintenance Data:
 - a. Manufacturer's information, including list of spare parts.
 - b. Name, address, and telephone number of Installer or supplier.
 - c. Maintenance procedures.
 - d. Maintenance and service schedules for preventive and routine maintenance.
 - e. Maintenance record forms.
 - f. Sources of spare parts and maintenance materials.
 - g. Copies of maintenance service agreements.
 - h. Copies of warranties and bonds.
- B. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness

necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title OPERATION AND MAINTENANCE MANUAL, Project name, and subject matter of contents.

1.10 WARRANTIES

A. General:

1. All Work shall be warranted for one year, except where longer warranties are specified in the individual specification sections. All warranties shall start from date of Substantial Completion as determined by the Architect.
2. Execute warranties required by the Contract Documents in the Owner's name.
3. Warranties for materials, appliances, and equipment furnished by others and incorporated in the Work must be transferable/assignable to the Owner in such manner that warranty provisions will be enforceable by the Owner.
4. Prior to making application for final payment, collect and deliver all required warranties to the Architect for review and transmittal to the Owner.

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

C. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

D. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title WARRANTIES, Project name, and name of Contractor.

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

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3- EXECUTION

3.1 DEMONSTRATION AND TRAINING

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

3.2 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and anti-pollution regulations.
- B. Cleaning:
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - i. Remove labels that are not permanent.
 - 1) Do not remove UL and similar labels, including mechanical and electrical nameplates.
 - j. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over UL and similar labels, including mechanical

and electrical nameplates.

- k. Wipe surfaces of mechanical and electrical equipment, elevator equipment, where applicable and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - l. Replace parts subject to unusual operating conditions.
 - m. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

3.3 CLOSE-OUT FORMS

- A. Refer to Exhibits following this Section.

END OF SECTION

SECTION 06 10 00

ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes wood framing and rough carpentry items including, but not limited to:
 - 1. Framing with dimension lumber where indicated or required.
 - 2. Wood blocking, cants, and nailers for support within walls where indicated or required.
 - 3. Wood furring where indicated or required.
- B. Related Sections: Work of other sections, including Division 01 Sections, as required to properly execute the work and as necessary to maintain satisfactory progress of the work.

1.3 CONTRACTOR'S RESPONSIBILITIES

- A. As scope and performance documents, the Drawings and Specifications do not necessarily indicate or describe all the work requiring wood framing, bracing, sheathing, screeds, nailers, lagging, bucks, and blocking for work supported on or recessed into wood frame construction. The Contractor shall ensure that adequate wood framing, bracing, sheathing, screeds, nailers, lagging, bucks, and blocking is installed for support of all items whether indicated or not.

1.4 DEFINITIONS

- A. Dimension Lumber: Lumber of 2 inches nominal or greater, but less than 5 inches nominal in least dimension.
- B. Lumber grading agencies, and the abbreviations used to reference them, include the following:
 - 1. NLGA: National Lumber Grades Authority.
 - 2. NFPA: National Forest Products Association.
 - 3. SPIB: The Southern Pine Inspection Bureau.
 - 4. WCLIB: West Coast Lumber Inspection Bureau.
 - 5. WWPA: Western Wood Products Association.

1.5 SUBMITTALS

- A. Submit under provisions of Division 01 Section "Submittal Procedures".

- B. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
 2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
 3. For fire-retardant treatments specified to be High-Temperature (HT) type, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5664.
 4. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
 5. Include copies of warranties from chemical treatment manufacturers for each type of treatment.
- C. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
- D. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:
1. Wood-preservative-treated wood.
 2. Fire-retardant-treated wood.
 3. Power-driven fasteners.
 4. Powder-actuated fasteners.
 5. Expansion anchors.
 6. Metal framing anchors.

1.6 QUALITY ASSURANCE

- A. This Section outlines the minimum standards and requirements for this Project. Refer to the Drawings and other Specifications for additional requirements elsewhere in the Construction Documents. Where requirements of the Drawings, Specifications, or authorities having jurisdiction conflict, the more stringent requirement shall take precedence. Bring all conflicts and discrepancies to the attention of the Architect, and do not start work until such conflicts and discrepancies are clarified and corrected.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
1. Factory mark each piece of lumber with grade stamp of grading agency.
 2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
 3. Provide dressed lumber, S4S, unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWWA C2, except that lumber that is not in contact with the ground and is continuously protected from liquid water may be treated according to AWWA C31 with inorganic boron (SBX).
1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat items indicated on Drawings, and the following:
1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 2. Wood sills, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
 3. Wood floor plates that are installed over concrete slabs-on-grade.

2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Comply with performance requirements in AWWA C20 (lumber) and AWWA C27 (plywood).
1. Use Exterior type for exterior locations and where indicated.
 2. Use Interior Type A, High Temperature (HT) for enclosed roof framing, framing in attic spaces, and where indicated.
 3. Use Interior Type A, unless otherwise indicated.

- B. Identify fire-retardant-treated wood with appropriate classification marking of testing and inspecting agency acceptable to authorities having jurisdiction.
- C. Application: Treat items indicated on Drawings, and the following:
 - 1. Framing exposed to weather.
 - 2. Concealed blocking.
 - 3. Plywood backing panels.

2.4 DIMENSION LUMBER FRAMING

- A. Maximum Moisture Content: 15 percent.
- B. Materials for framing lumber subject to bending stresses such as beams, joists, headers, and other horizontal members shall be Southern Pine No. 2 Kiln Dried (KD) Construction grade minimum, unless a higher grade is indicated on Drawings.

2.5 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.
 - 3. Cants.
 - 4. Furring.
 - 5. Utility shelving.
- B. For items of dimension lumber size, provide Construction or No. 2 grade lumber with 15 percent maximum moisture content and the following species, unless indicated otherwise. Mixed southern pine; SPIB.

2.6 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
 - 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1.
- F. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.

- G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.

1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.

2.7 METAL FRAMING ANCHORS

- A. Manufacturers: Subject to compliance with requirements, provide products by Simpson Strong-Tie Co., Inc., or Architect approved equal.

2.8 MISCELLANEOUS MATERIALS

- A. Sill-Sealer Gaskets: Closed-cell neoprene foam, 1/4 inch selected from manufacturer's standard widths to suit width of sill members indicated.
- B. Adhesives for Gluing Furring to Concrete or Masonry: Formulation complying with ASTM D 3498 that is approved for use indicated by adhesive manufacturer.
- C. Water-Repellent Preservative: NWWDA-tested and -accepted formulation containing 3-iodo-2-propynyl butyl carbamate, combined with an insecticide containing chlorpyrifos as its active ingredient.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- B. Framing Standard: Comply with AF&PA's "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Metal Framing Anchors: Install metal framing to comply with manufacturer's written instructions.
- D. Do not splice structural members between supports, unless otherwise indicated.
- E. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
- F. Provide fire blocking in furred spaces, stud spaces, and other concealed cavities as indicated and as follows:
1. Fire block concealed spaces behind combustible cornices and exterior trim at not more than 20 feet o.c.
- G. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere

with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

- H. Comply with AWP A M4 for applying field treatment to cut surfaces of preservative-treated lumber.
Use inorganic boron for items that are continuously protected from liquid water.
- I. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. NES NER-272 for power-driven fasteners.
 - 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
- J. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; do not countersink nail heads, unless otherwise indicated.

3.2 WOOD BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated.

3.3 INSTALLATION

- A. Install level and plumb with closure strips at edges and openings. Shim with wood as required for tolerance of finish work.
- B. Provide decking, nailers, blocking, curbs, and sleepers where shown on the drawings or required for attachment of other work. Coordinate with location with other work involved; refer to shop drawings of such work.
- C. Attach to substrate securely as required to support applied loading. Countersink bolts and nuts flush with surfaces.
- D. Securely attach wood nailers to substrate in accordance with Factory Mutual Loss Prevention Data Sheet I-49 and as required by recognized standards.
- E. Provide washers under bolt heads and nuts in contact with wood.
- F. Do not wax or lubricate fasteners that depend on friction for holding power.
- G. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish material.
- H. Make tight connections between members. Install fasteners without splitting of wood; pre-drill as required. Do not drive threaded friction type fasteners; turn into place. Tighten bolts and lag screws at installation and re-tighten as required for tight connections prior to closing in or at completion of work.

3.4 PROTECTION

- A. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION

SECTION 07 01 50

MEMBRANE ROOFING DEMOLITION

PART 1 - GENERAL

1.01 SUMMARY

- A. Scope of Work:
 - 1. Remove all existing roofing membrane plies, fasteners, sheet metal, and accessories.
 - 2. Investigate and repair any damaged or deficient concrete substrate/decking, blocking, nailers, or any other required roofing accessories necessary to support new roofing system.
- B. Related Sections:
 - 1. Section 06 10 00 "Rough Carpentry".
 - 2. Section 07 52 16 "Modified Bituminous Membrane Roofing".
 - 3. Section 07 62 00 "Sheet Metal Flashing and Trim".

1.02 SUBMITTALS

- A. Submit product data and samples of materials to be used. Submit under provisions of Division 01 Section "Submittal Procedures".

1.03 INCLEMENT WEATHER

- A. Do not remove any roofing materials or accessories of existing roofing system weather conditions threaten the integrity of the building contents or intended continued occupancy. Maintain continuous temporary protection prior to new roofing system installation.

1.04 PROTECTION

- A. Roofing Contractor is to be responsible for maintaining the integrity of all existing utility services throughout demolition including, but not limited to: mechanical, electrical, data and plumbing services.
- B. Throughout demolition, the Contractor shall provide protection for equipment, materials, and personnel inside and outside the building against falling debris, sparks, and water.
- C. The Contractor shall respond immediately to correction of roof leakage during construction. A four-hour time limit shall be given from the time of notification of emergency conditions. In the event of water penetration during rain or storm, the Contractor shall provide for repair or protection of building contents and interior. If the Contractor does not respond or cannot be contacted, the Owner will affect repairs or emergency action and the Contractor shall be back charged for all expenses and damages, if any.

1.05 COORDINATION

- A. All demolition work shall be scheduled to coincide with the installation of new roofing system.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Temporary Roof Protection: Sheet polyethylene. Provide weights to retain sheeting in position.

- B. Asphalt Primer: As specified in Section 07 52 16 "Modified Bituminous Membrane Roofing".
- C. Lightweight Repair Material: Zono-Patch by Siplast or pre-approved equal.

PART 3 - EXECUTION

3.01 EXISTING CONDITIONS

- A. Field verify all existing roofing conditions prior to proceeding with demolition and roof preparation.
- B. Field verify and confirm that existing roof surface is clear and ready for work of this Section. Provide all necessary remediations necessary at no additional cost to Owner.
- C. Field verify that all necessary work performed by others related to this project is complete prior to proceeding with demolition and roof preparation.

3.02 DEMOLITION

- A. Remove all membrane plies, rigid insulation, cant strips, nailers, base flashings and items shown on the drawings. Ensure the complete removal of all nails and accessories to leave a smooth even surface for re-roofing.
- B. The following methods shall be used to expel demolished materials and to remove remaining dirt, silt, gravel, debris, or roof membrane and insulation from the roof surface in order to create a proper substrate for proposed roofing:
 - 1. Roof vacuum system.
 - 2. Crane and hopper with dump truck system.
 - 3. Enclosed chutes with protective shrouds on building and ground surfaces.
- C. All demolished materials shall be transported from the roof via chutes into dumpsters or trucks, and this debris shall, be removed from the premises when vehicles are full. No debris shall be transported from the area being worked over an existing finished roof without and underlayment of 3/4" plywood. No demolished materials shall be burned or buried. All materials shall be removed from site daily.
- D. All roof equipment and material not in use or left filled will be parked on the structural column lines on 3/4" plywood.
- E. Contractor shall prime existing roof surface prior to making tie-ins and provide tie-ins at the end of each days work.

3.03 PROTECTION OF THE WORK

- A. Provide temporary protective sheeting secured with temporary fasteners or weights over all uncovered deck surfaces and accessories.
- B. Traffic over unprotected roofing surfaces or recently repaired decking shall not be permitted.
- C. Maintain rooftop drainage to existing drainage avenues throughout demolition.

END OF SECTION 07 01 50

SECTION 07 52 16

MODIFIED BITUMEN MEMBRANE ROOFING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. The contractor shall coordinate the work of the entire roofing assembly, including, but not limited to:
 - 1. Tapered edge strips, cant strips, and wood nailers (Refer to Section 06 10 00)
 - 2. Curbs
 - 3. Torch-applied SBS modified bituminous membrane roofing system.
 - 4. Roofing demolition and preparation (Refer this Section and Section 07 01 50).
 - 5. Flashings, including sheet metal perimeter edge (fascia) (Refer this Section and Section 07 62 00).
 - 6. Expansion joints, and other work incidental to, the complete and proper installation of a watertight modified bitumen membrane roofing system as shown on the drawings or specified herein, and in accordance with all applicable requirements of the Contract Documents.

- B. It is the intent of this Section that the Work shall:
 - 1. Provide a watertight facility.
 - 2. Conform to all applicable building code requirements and of authorities having jurisdiction.
 - 3. Provide Owner with a single source full system warranty as specified.

1.2 RELATED WORK

- A. All Sections of Work relating to the roofing system, including mechanical, plumbing and electrical items penetrating the roof system.

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

1.3 REFERENCES

- A. American Society of Civil Engineers (ASCE):
 - 1. ASCE 7-05, Minimum Design Loads for Buildings and Other Structures.

- B. American Society for Testing and Materials (ASTM):
 - 1. ASTM D41 Standard Specification for Asphalt Primer Used in Roofing, Damp Proofing and Waterproofing.
 - 2. ASTM D312 Standard Specification for Asphalt Used in Roofing.
 - 3. ASTM D451 Standard Test Method for Sieve Analysis of Granular Mineral Surfacing for Asphalt Roofing Products.
 - 4. ASTM D1079 Standard Terminology Relating to Roofing, Waterproofing and Bituminous Materials.
 - 5. ASTM D1227 Standard Specification for Emulsified Asphalt used as a Protective Coating for Roofing.
 - 6. ASTM D1863 Standard Specification for Mineral Aggregate used as a Protective Coating for Roofing.

7. ASTM D2178 Standard Specification for Asphalt Glass Felt used as a Protective Coating for Roofing.
 8. ASTM D2822 Standard Specification for Asphalt Roofing Cement.
 9. ASTM D2824 Standard Specification for Aluminum-pigmented Asphalt Roof Coating.
 10. ASTM D4601 Standard Specification for Asphalt Coated Glass Fiber Base Sheet used in Roofing.
 11. ASTM D5147 Standard Test Method for Sampling and Testing Modified Bituminous Sheet Materials.
 12. ASTM D6162 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials using a combination of Polyester and Glass Fiber Reinforcements.
 13. ASTM D6163 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials using Glass Fiber Reinforcements.
 14. ASTM E108 Standard Test Methods for Fire Test of Roof Coverings.
- C. Factory Mutual Research (FM):
1. Roof Assembly Classifications.
- D. National Roofing Contractors Association (NRCA):
1. Roofing and Waterproofing Manual.
- E. Underwriters Laboratories, Inc. (UL):
1. Fire Hazard Classifications.
- F. Warnock Hersey (WH):
1. Fire Hazard Classifications.
- G. Federal Specifications (FS) 1. TT-S-00230C
- H. National Roofing Contractors Association (NRCA)
1. Roofing and Waterproofing Manual
- I. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA)
1. Architectural Sheet Metal Manual

1.4 SUBMITTALS

- A. General: Upon receipt of notice of acceptance of this proposal, the contractor shall submit the following items. All submittals shall be submitted to the Architect for review by the Architect three (3) weeks prior to starting the roofing operations.
1. Material manufacturer's approval/acceptance of the specifications and details as written or noted for this project, fastener pattern layout, fasteners and all related material data sheets.
 2. Shop drawings of all perimeter and projection details, and sheet metal details approved by manufacturer, for Architect and Roofing Consultant's approval if proposed details differ from those included with this proposal package. These drawings shall be approved by the membrane manufacturer and submitted for Architect and Roofing Consultant review and approval prior to work start.
 3. Detailed project sequencing, staging, material loading, manpower plans, and detailed project construction schedule for approval.
 4. Manufacturer's Certificate: Certify that roof system furnished is approved by Factory Mutual, Underwriters Laboratories, Warnock Hersey or approved third party testing facility in accordance with ASTM E108, Class [A] for external fire and meets local or nationally recognized building codes.

5. Manufacturer's Certificate: Certify that the roof system furnished is approved or accepted by Factory Mutual Approval Standard 4470.
 6. Manufacturer's Certificate: Certify that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
 7. Manufacturer's Certificate: Submit a certified copy of the roofing manufacturer's ISO 9001 compliance certificate.
 8. Test Reports: Submit test reports, prepared by an independent testing agency, for all modified bituminous sheet roofing, indicating compliance with ASTM D5147.
 9. Written certification from the roofing system manufacturer certifying the applicator is currently authorized for the installation of the specified roof system.
 10. Design Loads: Submit copy of manufacturer's minimum design load calculations according to ASCE 7-05, Method 2 for Components and Cladding, sealed by a registered professional engineer. In no case shall the design loads be taken to be less than those detailed in Design and Performance Criteria article of this specification.
 11. Specimen Warranty: Provide an unexecuted copy of the warranty specified for this Project, identifying the terms and conditions required of the Manufacturer and the Owner.
 12. Sample of warranty that is to be issued upon project completion.
 13. Submit list of all mechanical, electrical, rigging, sheet metal, and other subcontractors with evidence of subcontractor's insurance coverage in compliance with contract requirements.
 14. Project superintendent's resume and project experience list for proposed system.
 15. Contractor shall submit written statement that their company or any subcontractor they may use is not employing workers classified as undocumented workers on this project.
 16. Samples of all materials not supplied or prior approved by the roofing membrane manufacturer shall be submitted to the manufacturer for written approval prior to installation start.
 17. Submit all sheet metal mock-up/models for Architect's approval 30 days prior to installation.
- B. Shop Drawings and Product Data:
1. Date and mark each Submittal and Product Data Sheet to show name of project, Architect, contractor, origination subcontractor, manufacturer or supplier, and separate details as pertinent.
 2. Shop drawings shall completely identify specification sections and locations at which materials or equipment are to be installed.
 3. Minimum drawing size shall be 8-1/2 inches by 11 inches.
 4. Submit sufficient copies of manufacturer's descriptive data including catalog sheets for materials, equipment and fixtures, showing dimensions, performance characteristics and capacities, diagrams and controls, schedules, and other pertinent information required.
 5. Submit brochures and other submittal data that cannot be reproduced economically, in such quantities to allow the Architect to retain four copies of each after review. Mark product data to show the name of project, Architect, contractor, originating subcontractor, manufacturer or supplier, and separate details if pertinent.

- C. Certificate of Analysis: Provide manufacturer's printed certificate of analysis for all materials used. Attach copy with final warranty.

1.5 PREINSTALLATION CONFERENCE

- a. Hold a preinstallation conference onsite with all roofing related subcontractors.
1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
 2. Review methods and procedures related to roofing installation, including set up and mobilization areas for stored material and work area.
 3. Review safety procedures and site-specific requirements relating to the work and areas to be accessed.
 4. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 5. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
 6. Review structural loading limitations of roof deck during and after roofing.
 7. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing system.
 8. Review governing regulations and requirements for insurance and certificates if applicable.
 9. Review temporary protection requirements for roofing system during and after installation.
 10. Review roof observation and repair procedures after roofing installation.
 11. Review notification procedures for weather or non-working days.

1.6 INSPECTIONS

- A. The Owner's, Architect's, and Manufacturer's representative shall at all times have access to the job site and work areas. The contractor will provide proper and safe facilities for such access and inspection.
1. Owner:
 - a. The Owner may be providing full-time quality assurance observations during progress of work, limited to eight (8) hours a day, five (5) days a week and 20 days a month. The Contractor will be responsible for additional cost of said observer for all overtime work over eight (8) hours a day, five (5) days a week or 20 days a month. All overtime fees (weekend, holidays, etc.) will be billed at the hourly rate of \$52.50 per hour.
 - b. The Owner/Architect's representative, if deemed necessary, will notify in writing who in the contractor's organization they want to inspect the work on the roof in addition to the contractor's normal inspection. If the designated person or persons requested by the Owner/Architect's representative fails to respond within 48 hours to the request, the work may be suspended, payment withheld and/or liquidated damages outlined in the specifications assessed until such time the individual(s) inspect(s) the work with the Owner/Architect's representative.

- c. Neither the presence nor absence of the Architect's representative nor the manufacturer's representative, nor an inspection by the manufacturer of the work or operation of the contractor, nor any failure by the manufacturer to detect, pinpoint, or object to any defect in the work completed, nor any deviation from these specifications, nor the acceptance by the manufacturer of any such defect or the approval of the manufacturer of any such deviation shall relieve the contractor, or reduce, or in any way limit or divide, his full responsibility for the full performance of the work required of him under these specifications.
 - d. It shall be understood that such field inspection as the Architect's representative may cause to be performed by the material manufacturer will be performed by the material manufacturer solely for the benefit of the Architect and in an attempt to assist with the requirements of this specification. These requirements bind the contractor even without such inspection.
 - e. No inspection or any act or omission of either the Architect's representative or the manufacturer's representative in connection with such inspection shall prejudice the Architect's right to strict conformance, or under any circumstances be construed to excuse or mitigate any mistake or non-conformance by the contractor.
2. Manufacturer:
- a. An inspection shall be made by a representative of the material manufacturer three (3) times per week during performance of Work to ensure that said project is installed in accordance with the manufacturer's specifications and illustrated details. Upon this approval of the project, the specified warranty or warranties shall be written. Daily written reports by the manufacturer shall be turned over to the Architect, Roof Inspection Firm, and Owner on each Monday following the prior week.
 - b. The authorized material manufacturer's field representative shall be responsible for:
 - 1. Keeping the Architect's representative informed after periodic inspections as to the progress and quality of the work observed.
 - 2. Calling to the attention of the contractor those matters observed which are considered to be in violation of the contract requirements.
 - 3. Reporting to the Architect's representative, in writing, any failure or refusal of the contractor to correct unacceptable practices called to his attention.
 - 4. Confirming, after completion of the work and based on his observation and test, that he has observed no application procedures in conflict with these specifications. Final payment will not be released until the Architect has received all specified warranties.
 - 5. Having roofing manufacturer issue a certification that materials were installed in accordance with manufacturer's instructions.
3. Contractor:
- a. The contractor is responsible for the management and control of the work. He shall give his personal superintendence of the work or have a competent resident manager or superintendent satisfactory to the Architect on the job site at all times while work is in progress, with full authority to act for the contractor as his agent.

1.7 QUALITY ASSURANCE

- A. Installer shall be an experienced single firm specializing in the type of roofing and sheet metal work required, employing only experienced workers for the class of work in which they are employed, having at least five (5) years successful experience on projects similar in size and scope and acceptable as applicators by the material manufacturer and Architect.
- B. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress. Supervisor/Foremen must be fluent in the English language and maintain proper supervision of workmen.
- C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this Section with not less than 15 years documented experience and have ISO 9001 certification. Manufacturer shall provide the project Owner with a written statement that they will provide site inspections three days per week that confirms that the project is being constructed as specified, by an experienced, full time employee of the company.
- D. Source Quality Control: Manufacturer shall have in place a documented, standardized quality control program such as ISO-9001 approval.
- E. No subcontracting of sheet metal fabrication or installation will be accepted. Contractor must have a sheet metal shop on the company premises.
- F. Contractor must be licensed by the manufacturer. Supply evidence with a copy of the license.
- G. Work and materials hereinafter specified shall be best of kind described and, unless specified otherwise, shall be new and of best quality. All roofing materials utilized in performance of each type of work shall be the products of one manufacturer or supplier. Unless otherwise indicated, the materials to be used in this specification are those specified and denote the type, quality, performance, etc. required. All proposals shall be based upon the use of the specified material.
- H. Materials will be securely fastened in place in a watertight, neat and workmanlike manner. All workmen shall be thoroughly experienced in the particular class of work upon which employed. Work shall be performed in accordance with these specifications and shall meet the approval in the field of the Architect.
- I. Contractor shall plan and conduct the operations of the work so that each section started on one day is complete, details installed and thoroughly protected before the close of work for that day.
- J. Application of materials shall be in accordance with the manufacturer's recommendations. In the instance of a conflict between these specifications and those of the manufacturer, the most stringent shall take precedence.
- K. Roofing system manufacturer shall have approval for Factory Mutual I-90 wind uplift requirements and shall meet Underwriter's Laboratory Class "A" fire rating.
- L. Roof system shall be installed in accordance with Factory Mutual I-90 wind uplift requirements and I-49 perimeter flashing requirements.

- M. Contractor shall ensure that base fastener pull out resistance tests on new lightweight insulating concrete fill were performed and approved by Architect and coordinated with Roofing Consultant prior to starting roofing application.
- N. General Contractor shall take all necessary precautions to protect the new roof mat and deck from damage. The contractor shall be responsible for repairing all new areas of damage caused by the negligence of the contractor, at the contractor's expense. The Architect's on-site representative shall determine damage caused by contractor negligence.
- O. Contractor shall keep the job clean and free from all loose materials and foreign matter. Contractor shall take necessary precautions to keep outside walls clean and shall allow no roofing materials to remain on the outside walls.
- P. Contractor shall maintain a copy of the Contract Documents in the possession of the Supervisor/Foreman and on the roof at all times.
- Q. All waste materials, rubbish, etc., shall be removed from the Owner's premises as accumulated. Rubbish shall be carefully handled to reduce the spread of dust. At completion, all work areas shall be left broom clean and all contractor's equipment and materials removed from the site.
- R. Debris shall be deposited at an approved disposal site and hauled off daily. Comply with requirements of authorities having jurisdiction.
- S. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer.
 - 1. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.
 - 2. Manufacturer shall have direct authority and control over all fabrication of steel components as well as the raw materials used in their fabrication.

1.8 MANUFACTURER'S FIELD REPRESENTATION

- a. Manufacturer's Field Representative: An authorized, full-time employee of the roof system manufacturer shall be assigned to the project to conduct field observations during the installation phase.
- b. Regularly scheduled site observations shall be required by the manufacturer's field representative a minimum of three (3) days per week during the roofing installation period; exceptions being made for inclement weather, holidays, etc.
- c. Observation reports shall include the following:
 - 1. Written report/documentation of the installation progress at the time of the site visit to be delivered to the architect and owner within 48 hours of the site visit.
 - 2. This report shall include documentation of any issues/question and resolution.
 - 3. This report shall include record of directives given to the roofing contractor.
 - 4. Digital photographic documentation of the roofing progress; including documentation of specific issues and areas of concern.
 - 5. Each report shall contain project name, architect's project number, and date/time/duration of site visit.

- d. In addition to the progress observations, the manufacturer's representative must:
 - 1. Attend the roofing trade start-up meeting.
 - 2. Inspect and approve the roof substrate/deck prior to the start of roofing work.
- e. All observation reports shall be kept current and shall be delivered electronically to the architect and contractor within five (5) calendar days after the observation. Progress payments for roofing work may be withheld if observation report submissions are not current.
- f. After completion of all roofing work, and prior to acceptance of the roofing installation, the manufacturer's representative shall conduct an observation to document all roofing work to be corrected as a condition of acceptance.
 - 1. Each item requiring corrective work shall be identified (including specific location) and required corrective action shall be noted.
 - 2. The final observation report must be produced in writing with photographic back-up. Marking corrective items on the roof alone shall not be acceptable.
- g. Any failure by the Architect, the Owner's Representative, the Project Manager, or the roofing manufacturer's Technical Field Representative to observe, detect, pinpoint, or object to any defect or noncompliance with the requirements of the Roofing Manufacturer's requirements, the Contract Documents, the Project Specifications, the approved Shop Drawings and Engineering Data, and/or the Roofing Manufacturer's standard details – of work in progress or completed work – shall not relieve the Contractor of, or reduce, or in any way limit, his responsibility of full performance of the work required of him under the requirements of the Roofing Manufacturer, the Contract Documents, the Project Specifications, the approved Shop Drawings and Engineering Data, and/or the Roofing Manufacturer's standard details.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original unopened packaging with all tags and labels intact and legible. Carton and can labels shall indicate appropriate warnings, storage conditions, lot numbers, and usage instructions. Handle and store materials and equipment in such a manner as to avoid damage.
- B. Manufacturer's packaging and/or roll plastic is not acceptable for exterior storage. Breathable tarpaulin with grommets shall be accepted minimum for exterior coverings. All materials stored as above shall be minimum of four (4) inches off the substrate, and the tarpaulin tied off with rope.
- C. Products liable to degrade as a result of being frozen shall be maintained above 40 degrees F in heated storage.
- D. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- E. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- F. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

- G. Moisture sensitive products shall be maintained in dry storage areas or properly covered.
- H. Roofing insulation and felts must always be covered or stored in a dry area when not being used. Manufacturer's plastic wrapping shall be removed and then covered with breathable tarpaulin.
- I. The proper storage of materials is the sole responsibility of the contractor. Materials damaged in shipping or storage shall not be used. Wet or damaged roofing materials shall be discarded, removed from job site, and replaced with new materials prior to application.
- J. No storage of materials shall be permitted on roof areas other than those materials that are to be installed the same day. Any exception must be in written form. Do not place materials or equipment in such a manner as to overload structure.

1.10 PRECAUTIONS

- A. Some of the indicated materials are extremely flammable and/or toxic. Use precautions indicated on can and carton labels.
- B. Take precaution not to place materials or equipment in such a manner as to overload structure.
- C. Fire watch inside and out of building required for all torch applied roofing components.
- D. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.
- E. Do not apply roofing insulation or membrane to damp deck surface.
- F. Do not expose materials subject to water or solar damage in quantities greater than can be weatherproofed during same day.
- G. Phased Construction will not be accepted.

1.11 TESTS AND INSPECTIONS

- A. Architect may require tests and inspections as necessary to verify quality of roofing materials and workmanship. Laboratory tests will be performed in accordance with ASTM standard procedures.
- B. Owner may select testing laboratory and will pay for Work required by testing laboratory.
- C. Retests for work which fail initial tests or inspections shall be paid by contractor.
- D. Owner may have full-time roof top quality assurance observations during full course of work.

1.12 WARRANTY/GUARANTEE

- A. Modified Bitumen Roofing - Manufacturer: Project shall be installed in such a manner that the roofing material manufacturer will furnish a written thirty (30) year full system warranty for the completed project. Warranty will be a "no dollar limit/no penal sum" labor and material warranty, with total replacement cost. No exclusion for ponded water. Manufacturer will warranty all components of the roof system, including new lightweight insulating concrete decks, all new insulation, if any, and all flashings and sheet metal in writing.
- B. Roofing - Contractor: The contractor, jointly with any subcontractors employed by him, shall guarantee the work required and performed under this contract will be free from defects in workmanship and materials, and that the building will be and remain waterproof for a two (2) year warranty period, after the Architect accepts the work as substantially complete. The warranty shall be in approved notarized written form, to obligate the Contractor, and subcontractors, to make good the requirements of the warranty. The warranty will be held jointly with the Bonding Company and manufacturer for two (2) years.
- C. Sheet Metal: Contractor shall provide a five (2) year written warranty for all sheet metal. Warranty shall cover defects in materials and workmanship for the warranty period. Contractor shall provide a manufacturer's thirty (30) year material warranty.
- D. The Roof System Manufacturer shall provide annual inspection of the roof for the duration of the warranty at no additional cost to the Owner.

PART 2 - PRODUCTS

2.1 APPROVED PRODUCTS/MANUFACTURERS

- A. Basis of Design Manufacturer: The Garland Company, Inc., 3800 East 91st Street, Cleveland, OH, 44105
 - 1. Substitutions shall be evaluated per Section 01 63 10.
- B. Modified bituminous roofing shall include but not be limited to:
 - 1. Base Ply Sheet Modified Membrane: Type II membrane complying with ASTM 6163, Grade S. Physical requirements below.
 - 2. Cap Ply Sheet Modified Membrane: Type III membrane complying with ASTM 6163, Grade G. Physical requirements below.
 - 3. Stripping Ply Sheet Modified Membrane: Type II membrane complying with ASTM 6163, Grade S. Physical requirements below.
 - 4. Base Flashing Assembly: Two ply modified, heat fused with the finished ply meeting Type III membrane complying with ASTM 6163, Grade G minimum requirements and base ply meeting Type II membrane complying with ASTM 6163, Grade S minimum.

- C. Basis of Design Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.

2.2 ROUGH CARPENTRY

- A. All nailers, cants and wooden curbs shall be No. 2 or better "Wolmanized" lumber selected to meet design details and field dimensions and requirements of Section 06 10 00, Rough Carpentry.
- B. Provide new nailers where required to match height of adjacent roof system.
- C. ACQ double nailers may be required at perimeter edge. Nailers shall be bolted to steel angle. Fasteners for ACQ lumber is stainless steel for any diameter less than 1/2" and hot dipped galvanized for 1/2" and larger diameter fasteners.

2.3 LIGHTWEIGHT INSULATING CONCRETE

- A. The existing Lightweight Insulating Concrete Deck & Insulation System will be utilized for this project. Repair all damaged areas at no additional cost to Owner.

2.4 ROOFING SYSTEM ASSEMBLY/PRODUCTS

A. BASE SHEET MATERIALS

1. Nailable Base Sheet:

- a. ASTM D-5147 Type II, SBS Modified polyester/fiberglass/polyester reinforced base sheet. HPR Tri-base Premium or pre-approved equal.
- b. Base Sheet Fasteners: Split-shank fastener, designed and suitable for fastening to Lightweight Insulating Concrete Deck Systems, FM-90 by ES Products.

B. ROOFING SHEET MATERIALS

1. Base Ply Sheet Modified Membrane: ASTM D 6163, Grade S, Type II, 110 mil SBS-modified asphalt sheet; suitable for application method specified, and as follows: HPR Torchbase.
- a. Tensile Strength, ASTM D 5147:
- 2 in./min. @ 73.4 +/- 3.6 deg. F MD 210 lbf/in XD 210 lbf/in
 - 50 mm/min. @ 23 +/- 2 deg. C MD 36.75 kN/m XD 36.75 kN/m
- b. Tear Strength, ASTM D 5147:
- 2 in./min. @ 73.4 +/- 3.6 deg. F MD 250 lbf XD 250 lbf
 - 50 mm/min. @ 23 +/- 2 deg. C MD 1112N XD 1112N
- c. Elongation at Maximum Tensile, ASTM D 5147:
- 2 in./min. @ 73.4 +/- 3.6 deg. F MD 4.0% XD 4.0%
 - 50 mm/min. @ 23 +/- 2 deg. C MD 4.0% XD 4.0%
- d. Low Temperature Flexibility, ASTM D5147, Passes -35 deg. F (-37 deg. C)
2. Granule-Surfaced Roofing Cap Sheet: ASTM D 6163, Grade G, Type III, 195 mil SBS-modified asphalt sheet with fiberglass and polyester composite scrim; suitable for application method specified, and as follows: Stressply IV Plus UV Mineral.
- a. Tensile Strength, ASTM D 5147:
- 2 in./min. @ 73.4 +/- 3.6 deg. F MD 310 lbf/in XD 310 lbf/in
 - 50 mm/min. @ 23 +/- 2 deg. C MD 54.25 kN/m XD 54.25 kN/m

- b. Tear Strength, ASTM D 5147:
 - 2 in/min. @ 73.4 +/- 3.6 deg. F MD 510 lbf XD 510 lbf
 - 50 mm/min. @ 23 +/- 2 deg. C MD 2269 N XD 2269 N
- c. Elongation at Maximum Tensile, ASTM D 5147:
 - 2 in/min. @ 73.4 +/- 3.6 deg. F MD 6% XD 6%
 - 50 mm/min. @ 23 +/- 2 deg. C MD 6% XD 6%
- d. Low Temperature Flexibility, ASTM D 5147, Passes -40 deg. F (-40 deg. C)

C. BASE FLASHING SHEET MATERIALS

1. Base Ply Sheet Modified Membrane: ASTM D 6163, Grade S, Type II, 110 mil SBS-modified asphalt sheet; suitable for application method specified, and as follows: HPR Torchbase.
 - a. Tensile Strength, ASTM D 5147:
 - 2 in/min. @ 73.4 +/- 3.6 deg. F MD 210 lbf/in XD 210 lbf/in
 - 50 mm/min. @ 23 +/- 2 deg. C MD 36.75 kN/m XD 36.75 kN/m
 - b. Tear Strength, ASTM D 5147:
 - 2 in/min. @ 73.4 +/- 3.6 deg. F MD 250 lbf XD 250 lbf
 - 50 mm/min. @ 23 +/- 2 deg. C MD 1112N XD 1112N
 - c. Elongation at Maximum Tensile, ASTM D 5147:
 - 2 in/min. @ 73.4 +/- 3.6 deg. F MD 4.0% XD 4.0%
 - 50 mm/min. @ 23 +/- 2 deg. C MD 4.0% XD 4.0%
 - d. Low Temperature Flexibility, ASTM D5147, Passes -35 deg. F (-37 deg. C)
2. Granule-Surfaced Roofing Cap Sheet: ASTM D 6163, Grade G, Type III, 195 mil SBS-modified asphalt sheet with fiberglass and polyester composite scrim; suitable for application method specified, and as follows: Stressply IV Plus UV Mineral.
 - a. Tensile Strength, ASTM D 5147:
 - 2 in/min. @ 73.4 +/- 3.6 deg. F MD 310 lbf/in XD 310 lbf/in
 - b. 50 mm/min. @ 23 +/- 2 deg. C MD 54.25 kN/m XD 54.25 kN/m Tear Strength, ASTM D 5147:
 - 2 in/min. @ 73.4 +/- 3.6 deg. F MD 510 lbf XD 510 lbf
 - 50 mm/min. @ 23 +/- 2 deg. C MD 2269 N XD 2269 N
 - c. Elongation at Maximum Tensile, ASTM D 5147:
 - 2 in/min. @ 73.4 +/- 3.6 deg. F MD 6% XD 6%
 - 50 mm/min. @ 23 +/- 2 deg. C MD 6% XD 6%
 - d. Low Temperature Flexibility, ASTM D 5147, Passes -40 deg. F (-40 deg. C)

D. BITUMINOUS ROOFING MATERIALS

1. General: Auxiliary materials provided or recommended by roofing system manufacturer for intended use and compatible with roofing.
2. Liquid Flashing - Tuff-Flash: An asphaltic-polyurethane, low odor, liquid flashing material designed for specialized details unable to be waterproofed with typical modified membrane flashings.
3. Asphalt Primer: ASTM D 41/D 41M.
4. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required by roofing system manufacturer for application. Flashing-Bond.
5. Mastic Sealant: Polyisobutylene, plain or modified bitumen; non-hardening, non-migrating, non-skinning, and non-drying.
6. Miscellaneous Materials: Provide those recommended by roofing system manufacturer.

E. SURFACING

1. Roofing Granules: Ceramic-coated roofing granules as provided by the prime material manufacturer, No. 11 screen size with 100 percent passing No. 8 (2.36-mm) sieve and 98 percent of mass retained on No. 40 (0.425-mm) sieve, color to match roofing. Reflective Base Flashing Coating: Water-based Acrylic with self-curing Latex Polymers. Pyramic

F. ROOFING SHEET METAL

1. Refer to Section 07 62 00, Sheet Metal Flashing and Trim.

G. ROOFING ACCESSORIES

1. Plumbing stacks should be 4lb (1.8kg) sheet lead formed and rolled.
2. Nails and Fasteners: Non-ferrous metal or galvanized steel, except that hard copper nails shall be used with copper; aluminum or stainless steel nails shall be used with aluminum; and stainless steel nails shall be used with stainless steel. Fasteners shall be self-clinching type of penetrating type as recommended by the manufacturer of the deck material. Nails and fasteners shall be flush-driven through flat metal discs of not less than one (1) inch diameter. Omit metal discs when one-piece composite nails or fasteners with heads not less than one (1) inch diameter are used.
3. Butyl Tape: 100% solids, asbestos free and compressive tape designed to seal as recommended and furnished by the membrane manufacturer.

2.5 PERFORMANCE REQUIREMENTS

1. General Performance: Installed roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing and base flashings shall remain watertight.
2. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.
3. Solar Reflectance Index: Not less than 70 when calculated according to ASTM E 1980, based on testing identical products by a qualified testing agency.
4. Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs indicated. Identify products with appropriate markings of applicable testing agency.

PART 3 - EXECUTION**3.1 GENERAL INSTALLATION REQUIREMENTS**

- A. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing the roof system.
- B. Insurance/Code Compliance: Where required by code, install and test the roofing system to comply with governing regulation and specified insurance requirements.
- C. Protect other work from spillage of roofing materials and prevent materials from entering or clogging drains and conductors. Replace or restore other work damaged by installation of the modified bituminous roofing system.

- D. Coordinate installation of roofing system so insulation and other components of the roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
 - 1. Provide tie-offs at end of each day's work to cover exposed roofing sheets and insulation with a course of coated felt set in roofing cement or hot roofing asphalt, with joints and edges sealed.
 - 2. Complete terminations and base flashings, and provide temporary seals to prevent water from entering completed sections of roofing system.
 - 3. Remove and discard temporary seals before beginning work on adjoining roofing.
- E. Substrate Joint Penetrations: Prevent bitumen from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.
- F. Apply roofing materials as specified by manufacturer's instructions:
 - 1. Keep roofing materials dry before and during application.
 - 2. Do not permit phased construction.
 - 3. Complete application of roofing plies, modified sheet and flashing in a continuous operation.
 - 4. Begin and apply only as much roofing in one day as can be completed that same day.
- G. Cut-Offs (Waterstops): At end of each day's roofing installation, protect exposed edge of incomplete work, including ply sheets and insulation.
- H. Broadcast minerals into the bleed out of bitumen while bitumen is at its recommended EVT temperature to achieve a monolithic appearance.

3.2 EXAMINATION

- A. Verify that deck surfaces and project conditions are ready to receive work of this Section.
- B. Verify that deck is supported and secured to structural members.
- C. Verify that deck is clean and smooth, free of depressions, projections or ripples, and is properly sloped.
- D. Verify that adjacent roof substrate components do not vary more than $[\frac{1}{4}]$ inch in height.
- E. Verify that deck surfaces are dry.
- F. Verify that openings, curbs, pipes, conduit, sleeves, ducts, and other items which penetrate the roof are set solidly, and that cant strips, wood nailing strips, and reglets are set in place.

3.3 BASE SHEET INSTALLATION

- A. Prior to attachment of the base sheet, contractor shall verify that the deck surface is free of any dirt, debris or irregularities.
- B. Mechanically attach the base sheet with specified fasteners, in a shingled fashion, starting at the drains in strict accordance with roof system manufacturer's wind uplift guidelines and project-specific fastening patterns.

3.4 SBS MODIFIED BITUMINOUS BASE PLY MEMBRANE INSTALLATION

- A. Install base ply according to roofing manufacturer's written instructions, starting at low point of roofing system. Extend roofing membrane sheets over and terminate beyond cants, installing as follows:
1. Lay out the roll in the course to be followed and unroll 6 feet (1.8 m).
 2. Using a roofing torch, heat the surface of the coiled portion until the burn-off backer melts away. At this point, the material is hot enough to lay into the substrate. Progressively unroll the sheet while heating and insure a proper bond.
 3. After the major portion of the roll is bonded, re-roll the first 6 feet (1.8 m) and bond it in a similar fashion.
 4. Repeat this operation with subsequent rolls with side laps of 4 inches (101 mm) and end laps of 8 inches (203 mm).
 5. Give each lap a finishing touch by passing the torch along the joint and spreading the melted bitumen evenly with a rounded trowel to insure a smooth, tight seal.
 6. Extend underlayment 2 inches (50 mm) beyond top edges of cants at wall and projection bases.
 7. Install base flashing ply to all perimeter and projections details.
- B. Laps: Accurately align roofing sheets, without stretching, and maintain uniform side and end laps. Stagger end laps. Completely bond and seal laps, leaving no voids.
1. Repair voids in laps and lapped seams not completely sealed.
- C. Install roofing sheets so side and end laps shed water.

3.5 SBS MODIFIED BITUMINOUS CAP SHEET MEMBRANE INSTALLATION

- A. Install modified bituminous cap sheet according to roofing manufacturer's written instructions, starting at low point of roofing system. Extend roofing membrane sheets over and terminate beyond cants, installing as follows:
1. Lay out the roll in the course to be followed and unroll 6 feet (1.8 m).
 2. Using a roofing torch, heat the surface of the coiled portion until the burn-off backer melts away. At this point, the material is hot enough to lay into the substrate. Progressively unroll the sheet while heating and insure a proper bond.
 3. After the major portion of the roll is bonded, re-roll the first 6 feet (1.8 m) and bond it in a similar fashion.
 4. Repeat this operation with subsequent rolls with side laps of 4 inches (101 mm) and end laps of 8 inches (203 mm).
 5. Give each lap a finishing touch by passing the torch along the joint and spreading the melted bitumen evenly with a rounded trowel to insure a smooth, tight seal.
 6. Immediately broadcast new granules into bleedout while hot bitumen is still at EVT. All loose granules to be removed at end of project.

3.6 BASE FLASHING AND STRIPPING INSTALLATION

- A. Install base flashing over cant strips and other sloped and vertical surfaces, at roof edges, and at penetrations through roof, and secure to substrates according to roofing system manufacturer's written instructions. Minimum base-flashing height of 8 inches (200 mm) is required. Install modified bituminous roofing sheet and cap sheet according to roofing manufacturer's written instructions, starting at low point of roofing system. Extend roofing membrane sheets over and terminate beyond cants, installing as follows:

1. Seal all curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
 2. Prepare all walls, penetrations, expansion joints [and where shown on the drawings] to be flashed with asphalt primer at the rate of one hundred (100) square feet per gallon. Allow primer to dry tack free.
 3. Heat fuse entire base ply membrane until burn off paper is gone. Fully adhere membrane to the underlying substrate.
 4. After the laps have been tested and complete positive bond has been achieved, the applicator shall heat the seam edge and trowel along the seam edge. Troweling shall continue until a sloped, beveled edge has been produced.
 5. Heat fuse finished membrane in the same manner as base ply. Seal all vertical laps of flashing membrane with a three-course application of trowel-grade mastic and fiberglass mesh. Install termination bar at top of assembly and seal with a three-course application of trowel-grade mastic and fiberglass mesh.
 6. Terminate all base flashings using extruded aluminum termination bar. Three-course all terminations with PVC Mesh and specified mastic.
- B. Install roofing cap-sheet stripping where metal flanges and edgings are set on roofing according to roofing system manufacturer's written instructions.

3.7 REFLECTIVE BASE FLASHING COATING APPLICATION

- A. Base Flashing roofing plies and mastics shall be allowed to cure for thirty (30) days prior to application of the coating system.
- B. Prior to coating application, all existing non-embedded granule surfacing material shall be removed by means of a stiff bristle street broom, powered mechanical sweeper, or vacuuming. All loose dirt and dust remaining after granule removal must be broomed and/or vacuumed from the roof. All blisters, ridges and other imperfections must be secured so that the surface will be clean and dry and a secure base for coating application.
1. The first coat of the Base Coat shall be applied the same day as the surface is cleaned. In no case shall the coating be applied over a dirty surface.
 2. The coating system shall be roller applied in a cross hatch technique without causing runs or puddles.
 3. The coating system shall be evenly applied in at least 2 separate coats to achieve a minimum system of 22-32 mils dry film thickness. Allow thorough dry time between coats.
 4. No coating shall be applied if weather will not allow it to dry prior to exposure to precipitation or freezing temperatures.

3.8 FIELD QUALITY CONTROL AND INSPECTIONS

- A. Field audit will follow criteria outlined in current roof membrane manufacturer's Reference Manual.
- B. Perform manufacturer's field inspection and as required a minimum of three (3) days per week.
- C. Repair sampled areas with "feathered in" patch consisting of same number of plies as in the roof specification.

- D. Correct deficiencies in roof as prescribed in current roof membrane manufacturer's Reference Manual and as approved by Architect's Representative.
- E. Require attendance of roofing materials manufacturers' representatives at site during installation of the roofing system. A copy of the specification should also be on site at all times.
- F. Fire watch inside building required for all torch applied roofing work.

3.9 CLEANING AND PROTECTION

- A. Clean all areas around job site and leave free of trash, debris, roofing materials, equipment, and related items after completion of job.
- B. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- C. Remove bitumen stains from walls, ladders, walkways, and driveways.
- D. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- E. In areas where finished surfaces are soiled by asphalt or any other sources of soiling caused by work of this Section, consult manufacturer of surfaces for cleaning instructions and conform to their instructions.
- F. The contractor during construction shall protect finished roof areas from damage. Repair all damaged surfaces.

3.10 FINAL REVIEW AND INSPECTION

- A. Immediately correct roof leakage during construction. If the Contractor does not respond within twenty four (24) hours, the Owner will exercise rights to correct the Work under the terms of the Conditions of the Contract and back-charge Contractor.
- B. At Substantial Completion, meet with Contractor, Architect, installer, installer of associated work, Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of roofing system.
- C. Inspect roof surface and perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.
- D. The Owner/Architect/Manufacturer's representative may request a thermographic scan of the roof during final inspection to determine if any damp or wet materials have been installed. The thermographic scan shall be provided by the Roofing Contractor at no additional expense to owner. If core cuts verify the presence of damp or wet materials, the Roofing Contractor shall be required to replace the damaged areas at his own expense.

- E. Repair or replace deteriorated or defective work found at time above inspection as required to produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- F. Notify the Owner and Architect upon completion of corrections.
- G. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

END OF SECTION

SECTION 07 62 00

SHEET METAL FLASHING AND TRIM

PART I - GENERAL

1.1 SECTION INCLUDES

- A. It is the intent of this Section that the Work shall:
 - 1. conform to all applicable building code requirements and of authorities having jurisdiction;
 - 2. include all shop and field formed sheet metal work shown on drawings, specified or required, including, but not limited to:
 - a. Roof penetration sleeves and hood and umbrella counterflashing
 - b. Metal counterflashing
 - c. Receivers
 - d. Expansion joint
 - e. Copings
 - f. Metal perimeter drip edge
 - g. Gutters and Downspouts
 - h. Curb cap flashings
 - i. Metal gravity vents
 - j. Metal heat exhaust vents
 - k. Sanitary vent pipes
 - l. Pipe box
 - m. Trim and miscellaneous sheet metal accessories.
 - 3. be part of the Work of Section 07 01 50, 07 52 19 & 06 10 00
 - 4. be performed by a single source contractor.

1.2 RELATED WORK

- A. All Sections of Work relating to or affecting the roofing system, including mechanical, plumbing and electrical items.

1.3 REFERENCES

- A. ASTM International (ASTM)
 - 1. A167, Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip
 - 2. A653, Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
 - 3. B32, Specification for Solder Metal
 - 4. C1107, Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Non-shrink)
- B. FM Global (FM)
 - 1. Loss Prevention Data Sheets: I-49, Perimeter Flashing
- C. Federal Specifications (FS)
 - 1. QQ-L-201

- D. National Association of Architectural Metal Manufacturers (NAAMM)
 - E. National Roofing Contractors Association (NRCA)
 - 1. Roofing and Waterproofing Manual
 - F. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA)
 - 1. Architectural Sheet Metal Manual
- 1.4 SUBMITTALS
- A. Product Data:
 - 1. Manufacturer's specifications and other data needed to prove compliance with specified requirements.
 - 2. Manufacturer's installation instructions.
 - B. Shop Drawings: Indicating sizes, configurations, details of attachment to related and adjacent work, materials, and finishes.
 - C. Samples:
 - 1. Full range of finish colors for Architect's selection.
 - 2. 12 inch long sample of each specified item with approved finish.
 - 3. Provide full size mockup of all shop built assemblies.
- 1.5 QUALITY ASSURANCE
- A. Single Source Responsibility: Fabricator and installer of roof-related flashing and accessories shall be the same as the membrane roof installer.
 - B. Comply with governing codes and regulations of authorities having jurisdiction.
 - C. Fabricate and install sheet metal edge flashings to comply with ANSI/SPRI ES-1 requirements.
- 1.6 INSTALLATION CONFERENCE
- A. Refer to Section 01 31 13 – Project Coordination.
- 1.7 DELIVERY, STORAGE AND HANDLING
- A. Deliver, handle and store materials in accordance with manufacturer's instructions.
 - B. Handle and store materials and equipment in such a manner as to avoid damage.
 - C. No storage of materials shall be permitted on roof areas other than those materials that are to be installed the same day. Any exception must be in written form. Do not place materials or equipment in such a manner as to overload structure.
- 1.8 WARRANTIES
- A. Manufacturer's Product Warranty:
 - 1. Manufacturer's standard 20 year Kynar 500 or Hylar 5000 Finish warranty signed by the manufacturer, guaranteeing covering failure of the fluoropolymer finish during the warranty period.
 - 2. Failure is defined to include, but not be limited to:
 - a. Deterioration of finish, such as fading, discoloring, peeling, cracking,

- corroding, etc.
 - b. Leaking water within building or construction.
 - 3. Correction shall include repair or replacement of failed product.
- B. Roofing Contractor's Warranty:
 - 1. Contractor shall warrant the sheet metal work and related work to be free from defects in workmanship and materials, and that the metal flashings will be and remain watertight, for a period of two (2) years from date of Substantial Completion.
 - 2. Defects shall include, but not be limited to:
 - a. Leaking water or bitumen within building or construction.
 - b. Becoming loose from substrate.
 - c. Loose or missing parts.
 - d. Finish failure as defined above.

PART 2 - PRODUCTS

2.1 APPROVED MANUFACTURERS

- A. Manufacturers named within specification are approved for use on the Project providing:
 - 1. their products meet or exceed the specifications;
 - 2. company has a minimum of five (5) years experience manufacturing products of the type specified;
 - 3. products have been tested in conjunction with roofing membrane system as an assembly and as such has obtained the same approval and rating as the roofing membrane system; and
 - 4. products are approved for use by the roofing membrane manufacturer.
- B. Substitutions shall be in accordance with Division 1 requirements regarding substitutions.

2.2 SHEET METAL MATERIALS

- A. General Requirements: Roofing sheet metal system shall have been tested in conjunction with roofing membrane system as an assembly and have the same approval and rating as the roofing membrane system.
- B. Pre-finished Metal: "Kynar 500" or "Hylar 5000" flouropolymer pre-finished aluminum, minimum 0.050". "Kynar 500" or "Hylar 5000" finish shall consist of a two-coat Polyvinyladine fluoride, minimum 70 percent by weight in coatings, dry film thickness 1 mil, factory applied by metal manufacturer or supplier. Color to be selected by Owner and Architect from manufacturer's standard color chart.
- C. Zinc-Coated Galvanized Sheet Steel:
 - 1. Commercial quality with 0.20 percent copper, conforming to ASTM A526, except ASTM A527 for lock forming, with G-90 hot-dip galvanized coating designation with factory phosphatized finish for good paint retention conforming to ASTM A525.
 - 2. Thickness: Except as otherwise indicated, minimum 24 gauge. SMACNA recommendations shall govern.
- D. Sheet Lead:
 - 1. Comply with FS QQ-L-201, Grade B
 - a. 2-1/2 pounds per square foot for sanitary vent flashing, 4 pound minimum for use at roof drains and soil stacks.

- E. Stainless Steel: ASTM A240, Type 304, ASTM A480, No. 2B/2D Mill Finish, gauge as scheduled. Minimum thickness 24 gauge, except as otherwise noted.

2.3 FASTENERS

- A. Same metal as flashing/sheet metal or other non-corrosive metal or as noted below.
- B. Exposed fasteners shall be self-sealing and gasketed for weather tight installation. (ZAC type)
- C. Match finish of exposed heads with material being fastened.
- D. Mechanical Fasteners:
 - 1. Nails: Ring shank, minimum 1-1/2 inches in length with 1/2 inch diameter head.
 - 2. Washers: Steel washers with bonded rubber sealing gasket.
 - 3. Screws: Self-tapping sheet metal type of stainless steel or compatible with material being fastened, with hooded integral EPDM washers (ZAC type).
 - 4. Rivets: Stainless steel and cadmium plated material, closed end type of sizes recommended by sheet metal manufacturer to suit application.
- E. Clips:
 - 1. Continuous Cleat (coping/fascia): Minimum 20 gauge, G-90 galvanized, stainless steel, or aluminum. Match material of coping/fascia and provide one (1) gauge heavier.

2.4 RELATED MATERIALS

- A. Solder: ASTM B32, alloy grade 58, 50 percent tin, 50 percent lead. For use with stainless steel: 60-40 tin/lead solder, ASTM B 32.
- B. Flux:
 - 1. Phosphoric acid type, manufacturer's standard.
 - a. For Use with Steel or Copper: Rosin flux
 - b. For Use with Stainless Steel: Acid-chloride type flux, except use rosin flux over tinned surfaces.
- C. Underlayment: Elastomeric self-adhering sheeting suitable for high-temperature; minimum 30 mil thickness: "WIP 300HT" by Carlisle or pre-approved equal.
- D. Adhesives: Type recommended by flashing sheet manufacturer seaming and adhesive application of flashing sheet to ensure adhesion and water tightness.
- E. Metal Accessories: Sheet metal clips, straps, anchoring devices, clamps and similar accessories required for the complete installation of work, matching or compatible with material being installed, non-corrosive, size and gauge recommended by installer to suit application and performance.
- F. Sealant:
 - 1. Type A:
 - a. Type: One-part, non-sag, moisture-curing polyurethane sealant.

- b. Approved Products/Manufacturers: “Chem-Calk 900” manufactured by Bostik Construction Products Division, “Vulkem 921” manufactured by Mameco International, Inc., “Dynatrol I” manufactured by Pecora Corporation, “NP 1” manufactured by Sonneborn Building Products, or approved equal.
- 2. Type B:
 - a. Type: One-part, neutral-curing, medium-modulus silicone sealant for sealing metal to metal surfaces, i.e. metal edge, cover plates, etc.
 - b. Approved Products/Manufacturers: “Chem-Calk 1200” manufactured by Bostik Construction Products Division, “795 Silicone Building Sealant” manufactured by Dow Corning Corporation, “895 Silicone” manufactured by Pecora Corporation, “Omniseal” manufactured by Sonneborn Building Products, “Spectrem 2” manufactured by Tremco Incorporated, or approved equal.
- G. Termination Bar: 1/8-inch thick, 1-inch wide extruded aluminum bar with flat profile, factory punched holes spaced 6-inches on center.
- H. Splash Pans: 22 gauge stainless steel, of size and profiles indicated. Use at locations where roof drainage dumps on lower roof.

2.5 FABRICATION

- A. Except as otherwise indicated, fabricate work in accordance with SMACNA Architectural Sheet Metal Manual and other recognized industry practices and reviewed shop drawings. Form all flashings, receivers and counterflashings in accordance with standards set forth in the NRCA roofing manual and SMACNA.
- B. Comply with manufacturer's installation instructions and recommendations.
- C. Unless noted otherwise, fabricate perimeter edge/fascia, scuppers, gutters, downspouts, copings, counterflashings, wind clips, and trim from pre-finished galvanized sheetsteel.
- D. Shop fabricate work to greatest extent possible. Fabricate inside and outside corners for metal edges, counterflashing, and coping caps.
- E. Fabricate items to size and dimensions as indicated on the drawings. Limit single-piece lengths to ten (10) feet.
- F. Fabricate for waterproof and weather-resistant performance; with expansion provisions for running work sufficient to permanently prevent leakage, damage or deterioration of the work.
- G. Integrate flashing in a manner consistent with detailing. Form work to fit substrates.
- H. Make angle bends and folds for interlocking metal with full regard for expansion and contraction to avoid buckling or fullness in metal after installation.
- I. Fabricate items with straight lines, sharp angles, smooth curves, and true levels. Avoid tool marks, buckling, and oil canning.
- J. Fold back edges on concealed side of exposed edge to form hem. ½-inch minimum.

- K. Unless noted otherwise, lap joints 1-inch minimum. Rivet and solder joints on parts that are to be permanently and rigidly assembled for stainless steel sheet metal. Install rivets, spaced 1-inch on center and apply solder to secure and seal exposed edge of sheet metal in a uniform continuous bead with smooth top finish. Clean residue upon completion of soldering process. Fabricate sheet metal assemblies so that adjoining sections are nested to achieve continuous metal-to-metal contact.
- L. Seams:
1. Wherever possible, fabricate non-moving seams in sheet metal with flat-lock seams and end joints.
 2. Pre-finished Galvanized Steel: Seal pre-finished metal seams with rivets and silicone sealant.
 3. Metal Other than Aluminum: Tin edges to be seamed, form seams, and solder.
- M. On Kynar 500 or Hylar 5000 pre-finished metal, surface sand metal flanges prior to applying any primers. Prime all metal in contact with bituminous material.
- N. Backpaint all concealed metal surfaces with bituminous paint where expected to be in contact with cementitious materials or dissimilar metals.
- O. Expansion Provisions: Where lapped or bayonet type expansion provisions in work cannot be used or would not be sufficiently waterproof or weatherproof, form expansion joints of intermeshing hooked flanges, not less than one (1) inch deep filled with mastic sealant concealed within joints.

2.6 FABRICATED ITEMS

- A. Counterflashings: Minimum 24 gauge stainless steel formed in maximum ten (10) foot lengths. Through-wall receivers shall be 24 gauge stainless steel.
- B. Wind Clips: Minimum 24 gauge stainless steel (or match material of counterflashing), one (1) inch wide by length to engage counterflashing a minimum of 1/2 inch.
- C. Roof Penetrations:
1. Umbrella Counterflashing: Two-piece construction of minimum 22 gauge stainless steel, fabricated in accordance with drawings or project requirements.
 2. Flashing Pans:
 - a. 24 gauge stainless steel.
 - b. Fabricate to provide installed minimum clear inside perimeter dimension of two (2) inches on each side of penetrating element.
 - c. Fabricate pans to at least six (6) inches above the finished roof membrane and with 1/4 inch hem at top edge and with four (4) inch flanges. Round all corners of flange.
 - d. Fabricate metal bonnets for all pans, NO EXCEPTIONS. Fabricate bonnets with metal compatible with metal to which bonnet is to be attached. On beams and other steel, weld in place bonnets fabricated from 1/4 inch steel plate. Draw band bonnets fabricated from 22 gauge stainless steel may be used on circular projections.
- D. Metal Edge:
1. Minimum 24 gauge stainless steel with 6" wide cover plates formed in maximum

- ten (10) foot lengths, with six (6) inch wide cover plates of same profile, four (4) inch flange, maximum seven (7) inch fascia, 3/4 inch gravel stop.
 2. Provide expansion slip joints at maximum 20 feet on center.
 3. Shop fabricate all interior and exterior corners. Fabricate exterior corners with 18 inch minimum to four (4) foot maximum legs. Lap, rivet, and seal prior to delivery to jobsite.
 4. Fabricate to sizes and dimensions as indicated on drawings with a minimum one (1) inch coverage past top of wall. Refer to SMACNA Fig. 2-5A.
 5. Provide mock-up for Architect's approval prior to fabrication.
- E. Continuous Cleats: Continuous strips, same material and profile, but next heavier gauge available of item which cleats attach.
- F. Coping: 24 gauge stainless steel sheet metal with 6-inch wide cover plates of same material/profile.
- G. Vent Hoods, Sleeves, Penetration Flashings, and Accessories: Minimum 24 gauge galvanized steel, or as shown or directed otherwise.
- H. Vent Pipe Flashing: Four (4) pound lead. Provide proper size to fold down inside of pipe a minimum of one (1) inch.
- I. Gutters and Downspouts (as applicable):
1. Gutters: 0.050 inch pre-finished aluminum, unless shown otherwise. Verify gutters meet rainfall data as outlined in SMACNA.
 2. Gutter Straps: 0.063 inch pre-finished aluminum, unless shown otherwise. Hem both sides and match color of gutter.
 3. Gutter Supports: 0.063 inch pre-finished aluminum hemmed around 1/8 inch bent pre-finished aluminum bracket.
 4. Downspout: 0.063 inch pre-finished aluminum, unless shown otherwise. Provide straps and gutter spacers fabricated from pre-finished aluminum. Match downspout color. Verify downspouts meet rainfall data as outlined in SMACNA.
 5. Collector Heads: Minimum 0.050 inch pre-finished aluminum as outlined in SMACNA; Refer to Figure 1-25 F and Figure 1-28 with alternate Section A-A.
 6. End Caps, Downspout Outlets, Support Brackets and joint fasteners to be manufactured to suit profile and dimension of gutter and downspout of like metal, match color.
 7. Expansion Joints: Lap or Butt type in accordance with SMACNA, locate every 50 linear feet.
 8. Install all anchoring devices as outlined in SMACNA.
- J. Pipe Box Cover: 24 gauge stainless steel sheet metal. Base shall be 8-inches in height with 4-inch wide horizontal flanges. Size to provide minimum 2-inch clearance between box and pipes.
- K. Heat Exhaust Curbs and Hoods: 24 gauge stainless steel sheet metal. Base shall be 8-inches in height with 4-inch wide horizontal flanges. Hood to conceal top of base.
- L. Expansion Joint Cover: Minimum 24 gauge stainless steel. (Provide pre-finished galvanized metal at perimeter edge end termination.)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify substrates are smooth and clean to extent required to perform sheet metal work.
- B. Verify roof openings, curbs, pipes, sleeves, ducts or vents through roof are solidly set in place.
- C. Verify that reglets, nailers, cants, and blocking to receive sheet metal are in place and free of concrete and soil.
- D. Do not start work until conditions are satisfactory.

3.2 PREPARATION

- A. Field measure site conditions prior to fabrication work.
- B. Install starter and edge strips and cleats before starting installation.

3.3 INSTALLATION

- A. Install sheet metal with lines, arises, and angles sharp and true, and plane surfaces free from objectionable wave, warp, or buckle. Exposed edges of sheet metal shall be folded back to form 1/4-inch hem on concealed side from view. Finished work shall be free from water retention and leakage under all weather conditions. Install prefabricated corners or transitions at changes in direction, elevation or plane, and at intersections. Locate field joints not less than 12-inches, not more than 3 feet from actual corner. Laps for all metals, except for prefinished metal, shall be 1-inch wide, fastened with rivets spaced 1-inch on-center and soldered.
- B. Anchor units of work securely in place to prevent damage or distortion from wind or buckling. Provide for thermal expansion of metal units; conceal fasteners where possible; and set units true to line and level as indicated. Install work with laps, joints, and seams permanently watertight and weatherproof.
- C. Install fabricated sheet metal items in accordance with manufacturer's installation instructions and recommendations and with SMACNA Architectural Sheet Metal Manual.
- D. Prime all flanged sheet metal and allow to dry completely. Set in a liberal bed of SBS modified mastic and strip in to achieve a full finished two plies of SBS modified roofing membrane.
- E. Separations: Provide for separation of metal from non-compatible metal or corrosive substrates by coating affected surfaces with zinc chromate or other permanent liquid-applied or sheet product separation at locations of contact.
- F. Continuous Cleat: At exposed edges of metal edge flashings, fascias, copings, and where required, attach continuous cleat at 6-inches on-center with appropriate fasteners metal or steel substrate. At a distance of 10 feet from each direction of corner, install fasteners spaced 3-inches on-center. Install cleat so fascia extends a minimum of 1-inch below top of exterior wall finish.

- G. Counter flashings:
1. Install counter flashings under equipment housing flanges and receivers along rise or parapet walls to extend a minimum of 4-inches below top edge of base flashing.
 2. Secure counter flashing at 6-inches on-center with self-tapping screws.
 3. Saw-cut reglet mounted assemblies: Saw cut new joint, 1/2-inch X 1-inch deep, in masonry/concrete where required and to install new receiver. Clean and prepare joint surfaces to receive sealant and insert receiver into joint. Secure new receiver in place with lead wedges spaced 12-inches on-center wedged into joint. Install backer rod into saw-cut reglet and apply a continuous bead of sealant along reglet and top edge of receiver and tool sealant to provide outward sloping finished surface. Secure counter flashing to receiver utilizing self-tapping grommetted screws spaced 6-inches on-center.
 4. Surface-mounted assemblies: Secure 2-piece surface-mounted receiver and counter flashing assemblies along substrates. Install sealant tape between receiver and substrate. Secure receiver to substrate with termination bar and appropriate fasteners spaced 12-inches o.c. Install a continuous bead of sealant along caulk trough/top edge of receiver and tool sealant to provide outward sloping finished surface. Secure counter flashing to receiver utilizing grommetted self-tapping screws spaced 6-inches on-center.
 5. Install receivers extending behind wall finish and secure vertical flange of receiver 6- inches on-center to back-up wall or metal wall panels. Extend underlayment and/or dampproofing material over vertical flange of receiver, where applicable.
 6. Lap adjacent sections of receivers and counter flashings a minimum of 4-inches. Apply a continuous bead of sealant in lap.
 7. Secure counter flashing to equipment flanges utilizing self-tapping screws spaced 6-inches on-center.
 8. Install wind clips to termination bar spaced 24-inches on-center and engage drip edge of counter flashing a minimum of 1/2-inch.
 9. Fabricate the counter flashing to form an integral closure at terminations.
- H. Penetration Pans:
1. Install compressible fill insulation between penetrating element and deck.
 2. Prime tops and bottoms of flanges of penetration pans.
 3. Pop rivet and fully solder joints in pan and flanges.
 4. Install penetration pan with flanges set in a uniform troweling of modified bitumen mastic on SBS membrane base ply, secure flange with appropriate fasteners spaced 6-inches on-center, staggered, and strip-in flanges.
 5. Fill penetration pan to within 1-inch (25mm) of top of pan with non-shrink grout. Clean surfaces of pan and penetrating element and fill remainder of pan with pourable sealer.
 6. Install sheet metal bonnet or hood to conceal the top of the penetration pan.
- I. Roof Penetration Hoods and Bonnet:
1. Install sheet metal hood or bonnet on penetrating element to cover the top of the penetration pans.
- J. Round or Pipe Penetrations:
1. Set bonnet in sealant.
 2. Install stainless steel draw-band and tighten to secure to penetration.
 3. Seal top of bonnet with sealant.
- K. Square Penetration:
1. Secure bonnet to penetration with termination bar and self-drilling screws.
 2. Set bonnet in sealant.

3. Seal top of bonnet with sealant.
- L. Angle or Structural Steel Penetration:
1. Attach bonnet to structural steel member by welding.
 2. Paint assembly after installation.
- M. Pipe Box:
1. Pop rivet and fully solder joints and seams in sheet metal base and hood.
 2. Prime top and bottom of flanges of base.
 3. Install penetration pan with flanges set in a uniform troweling of modified bitumen mastic on SBS membrane base ply, secure flange with appropriate fasteners spaced 6-inches on-center, staggered, and strip-in flanges.
 4. Fill base with grout or spray foam to a height of 3/4 of the total pan height.
 5. Fill remaining height of base with pourable sealer.
 6. Install hood over base, securing to each side with self-tapping screws, and sloping down toward front of box.
 7. Install face plate to cover box opening around pipe penetrations and apply sealant around pipe configuration at face plate.
- N. Sanitary/Plumbing Vent Pipes:
1. Prime top and bottom flanges of lead flashing sleeve. Set flange or embed in uniform troweling of modified bitumen mastic on SBS membrane base ply. Prime top side of flange to receive strip-in membrane.
 2. Fold lead sleeve down inside pipe a minimum of 1-inch. Apply a continuous bead of sealant on inside of pipe prior to folding lead sleeve. Paint exposed lead flashing with elastomeric coating to match color of membrane top ply.
- O. Heat Exhaust/Gravity Vent/Turbine Vent/Goose-neck Vent:
1. Prime top and bottom of flanges of base.
 2. Install penetration pan with flanges set in a uniform troweling of modified bitumen mastic on SBS membrane base ply, secure flange with appropriate fasteners spaced 6-inches on-center, staggered, and strip-in flanges.
 3. At heat exhaust vents, install sheet metal bonnet secured to vent pipe with stainless steel draw band and apply sealant along top edge of bonnet and tool sealant to provide outward sloping finished surface.
- P. Gutter/Downspout (as applicable):
1. Support gutter with brackets spaced three (3) feet on center. Secure bracket to nailer with two (2) nails.
 2. Install gutter spacer spaced three (3) feet on center attached to front and back of gutter. Stagger spacers from location of brackets.
 3. Lap joints in gutters two (2) inches. Apply a continuous bead of specified Type B sealant, between lap and rivet on one (1) inch centers. Butter end of lap. Lap joints in direction of flow.
 4. Install downspouts plumb and level, attached to columns or wall with straps located at top and bottom of downspout and maximum ten (10) feet on center.
 5. Tie all downspouts into underground storm sewer system. Install splash pad or block over a protection (walkway) pad for downspouts located at roof level.
 6. Install gutter screen over installed gutter. Secure screen to spacer with self-tapping screw.
 7. Provide butt type expansion joints on ends of gutters spaced maximum 50 feet on center. Install snap-on cover over expansion joint.

3.4 CLEANING AND PROTECTION

- A. Remove flux and residual acid immediately by neutralizing with baking soda and washing with clean water. Leave work clean of stains.
- B. Remove scraps and debris and leave work area clean.
- C. Clean exposed metal surfaces, removing substances, which might cause corrosion of metal or deterioration of finishes. Paint areas where finish is damaged on pre-finished metal by painting with a compatible paint in color to match undamaged finish.
- D. Prime soldered area of phosphatized metal after cleaning to prevent rusting.
- E. Paint metal flashings that have been soiled with bitumen with aluminized paint.
- F. Clean other work damaged or soiled by Work of this Section.
- G. Protect finished work from damage.

END OF SECTION

SECTION 07 92 00

JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Exterior sealants and sealants for moving joints, except for joints in those systems specified in other sections.
 - 2. Perimeter joints at doors/windows/openings.
- B. Related Sections: Work of other sections, including Division 01 Sections, as required to properly execute the work and as necessary to maintain satisfactory progress of the work.

1.3 SYSTEM PERFORMANCES

- A. Provide joint sealants that have been produced and installed to establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

1.4 SUBMITTALS

- A. Submit under provisions of Division 01 Section "Submittal Procedures".
- B. Product Data: For each joint-sealant product indicated.
- C. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- D. Samples for Verification: For each type and color of joint sealant required. Install joint sealants in 1/2-inch-wide joints formed between two 6-inch-long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- E. Product Certificates: Signed by manufacturers of joint sealants certifying that products furnished comply with requirements and are suitable for the use indicated.
- F. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

- G. Preconstruction Field Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on preconstruction testing specified in "Quality Assurance" Article.
- H. Field Test Report Log: For each elastomeric sealant application. Include information specified in "Field Quality Control" Article.
- I. Compatibility and Adhesion Test Reports: From sealant manufacturer indicating the following:
 - 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
 - 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- J. Product Test Reports: From a qualified testing agency indicating sealants comply with requirements, based on comprehensive testing of current product formulations.
- K. Warranties: Special warranties specified in this Section.

1.5 QUALITY ASSURANCE

- A. This Section outlines the minimum standards and requirements for this Project. Refer to the Drawings and other Specifications for additional requirements elsewhere in the Construction Documents. Where requirements of the Drawings, Specifications, or authorities having jurisdiction conflict, the more stringent requirement shall take precedence. Bring all conflicts and discrepancies to the attention of the Architect, and do not start work until such conflicts and discrepancies are clarified and corrected.
- B. Installer Qualifications: An experienced installer who has specialized in installing joint sealants similar in material, design, and extent to those indicated for this Project and whose work has resulted in joint-sealant installations with a record of successful in-service performance.
 - 1. All interior and exterior exposed-to-view sealants even though specified in other Sections shall be the work of this Section.
- C. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.
- D. Preconstruction Compatibility and Adhesion Testing: Submit to joint sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.
 - 1. Use manufacturers standard test methods to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
 - 2. Submit not fewer than nine pieces of each type of material, including joint substrates, shims, joint-sealant backings, secondary seals, and miscellaneous materials.

3. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
 4. For materials failing tests, obtain joint sealant manufacturer's written instructions for corrective measures, including the use of specially formulated primers.
 5. Testing will not be required if joint sealant manufacturers submit joint preparation data that are based on previous testing of current sealant products for adhesion to, and compatibility
- E. Product Testing: Obtain test results for "Product Test Reports" Paragraph in "Submittals" Article from a qualified testing agency based on testing current sealant formulations within a 36-month period.
1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated, as documented according to ASTM E 548.
 2. Test elastomeric joint sealants for compliance with requirements specified by reference to ASTM C 920, and where applicable, to other standard test methods.
 3. Test other joint sealants for compliance with requirements indicated by referencing standard specifications and test methods.
- F. Preconstruction Field-Adhesion Testing: Before installing elastomeric sealants, field test their adhesion to joint substrates as follows:
1. Locate test joints where indicated or, if not indicated, as directed by Architect.
 2. Conduct field tests for each application indicated below:
 - a. Each type of elastomeric sealant and joint substrate indicated.
 3. Notify Architect seven days in advance of dates and times when test joints will be erected.
 4. Arrange for tests to take place with joint sealant manufacturer's technical representative present.
 5. Test Method: Test joint sealants by hand-pull method described below:
 - a. Install joint sealants in 60-inch-long joints using same materials and methods for joint preparation and joint-sealant installation required for the completed Work. Allow sealants to cure fully before testing.
 - b. Make knife cuts from one side of joint to the other, followed by two cuts approximately 2 inches long at sides of joint and meeting cross cut at one end. Place a mark 1 inch from cross-cut end of 2-inch piece.
 - c. Use fingers to grasp 2-inch piece of sealant between cross-cut end and 1-inch mark; pull firmly at a 90-degree angle or more in direction of side cuts while holding a ruler along side of sealant. Pull sealant out of joint to the distance recommended by sealant manufacturer for testing adhesive capability, but not less than that equaling specified maximum movement capability in extension; hold this position for 10 seconds.
 - d. For joints with dissimilar substrates, check adhesion to each substrate separately. Do this by extending cut along one side, checking adhesion to opposite side, and then repeating this procedure for opposite side.

6. Report whether sealant in joint connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
 7. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.
- G. Mockups: Before installing joint sealants, apply elastomeric sealants as follows to verify selections made under sample Submittals and to demonstrate aesthetic effects and qualities of materials and execution:
1. Joints in mockups of assemblies specified in other Sections that are indicated to receive elastomeric joint sealants, which are specified by reference to this Section.
- H. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination".

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials in compliance with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not proceed with installation of joint sealants under the following conditions:
 1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer.
 2. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40 degrees F.
 3. When joint substrates are wet.
- B. Joint-Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.
- C. Joint-Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with adhesion are removed from joint substrates.

1.8 WARRANTY

- A. General Warranty: Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Special Installer's Warranty: Written warranty, signed by Installer agreeing to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.
- C. Special Manufacturer's Warranty: Written warranty, signed by elastomeric sealant manufacturer agreeing to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: 20 years from date of Substantial Completion.
- D. Special warranties specified in this Article exclude deterioration or failure of elastomeric joint sealants from the following:
 - 1. Movement of the structure resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression caused by structural settlement or errors attributable to design or construction.
 - 2. Disintegration of joint substrates from natural causes exceeding design specifications.
 - 3. Mechanical damage caused by individuals, tools, or other outside agents.
 - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 APPROVED MANUFACTURERS

- A. Specifications are based on the products or materials of the named manufacturer, otherwise selection may be made from any manufacturer whose products meet or exceed the specifications. Other manufacturers must have a minimum of five (5) years experience manufacturing the products meeting or exceeding the specifications and comply with Division 01 requirements regarding substitutions to be considered.

2.2 MATERIALS

- A. Sealant for All Working Joints and Exposed Exterior Locations:
 - 1. Type: Two component, polyurethane, non-sag, conforming to FS TT-S-00227E, Type II, Class A and ASTM C920, Type M, Grade NS, Class 25.
 - 2. Refer to drawings and other sections of the specifications for locations. Provide full sealant joints at building expansion joints.
 - 3. Approved Manufacturers:

- a. Bostik, Inc.
 - b. Pecora, Inc.
 - c. BASF Sonneborn
 - d. Sika
 - e. Tremco Incorporated
 - f. The Garland Company
- B. Primers, Cleaners, Top Coats: Use only materials listed as suitable in resistance to staining, compatibility and durability before proceeding.
- C. Expanded Polyethylene Joint Filler: Provide flexible, compressible, closed-cell, polyethylene of not less than 10 psi compression deflection (25 percent); except provide higher compression deflection strength as may be necessary to withstand installation forces and provide proper support for sealants, surface water absorption of not more than 0.1 pounds per square foot, as manufactured by Sonneborn, or Architect approved equal.
- D. Sealant Backer Rod: Provide compressible rod stock of polyethylene foam, polyurethane foam, polyethylene jacketed polyurethane foam, butyl rubber foam, neoprene foam or other flexible, permanent, durable, non-absorptive material as recommended by sealant manufacturer for back-up of and compatibility with sealant. Where used with hot-applied sealant, provide heat-resistant type which will not be deteriorated by sealant application temperature as indicated.
- E. Bond Breaker Tape: Provide polyethylene tape or other plastic tape as recommended by sealant manufacturer, to be applied to sealant-contact surfaces where bond to substrate or joint filler must be avoided for proper performance of sealant. Provide self-adhesive tape where applicable.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Require installer to inspect joints indicated to receive joint sealants for compliance with requirements for joint configuration, installation tolerances and other conditions affecting joint sealant performance. Obtain installer's written report listing any conditions detrimental to performance of joint sealant work. Do not allow joint sealant work to proceed until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. At Contractor's direction, installer, joint sealant manufacturers' representatives, and other trades whose work affects installation of joint sealants shall meet at Project Site to review procedures and time schedule proposed for installation of joint sealants which is coordinated with other, related work.
- B. Clean out joints immediately before installing joint sealants to comply with recommendations of joint sealant manufacturers and the following requirements:
1. Remove all foreign material from joint substrates which could interfere with adhesion of joint sealant, including dust; paints, except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer; oil; grease; waterproofing; water repellants; water; surface dirt and

2. frost.
Clean concrete, masonry, unglazed surfaces of ceramic tile and similar porous joint substrate surfaces, by brushing, grinding, blast cleaning, mechanical abrading, acid washing or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.
 3. Remove laitance and form release agents from concrete.
 4. Clean surfaces by chemical cleaners or other means which are not harmful to substrates or leave residues capable of interfering with adhesion of joint sealants.
- C. Prime joint substrates where indicated or where recommended by joint sealant manufacturer based on preconstruction joint sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's recommendations. Confine primers to areas of joint sealant bond, do not allow spillage or migration onto adjoining surfaces.
- D. Use masking tape where required to prevent contact of sealant with adjoining surfaces which otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. Comply with joint sealant manufacturers' printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply.
- B. Comply with recommendations of ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings to comply with the following requirements:
1. Install joint fillers of type indicated to provide support of sealants during application and at position required to produce the cross-sectional shapes and depths of installed sealants relative to joint widths which allow optimum sealant movement capability.
 - a. Do not leave gaps between ends of joint-fillers.
 - b. Do not stretch, twist, puncture or tear joint-fillers.
 - c. Remove absorbent joint-fillers which have become wet prior to sealant application and replace with dry material.
 2. Install bond breaker tape between sealants and joint-fillers, compression seals or back of joints where required to prevent third-side adhesion of sealant to back of joint.
- D. Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration and providing uniform, cross-sectional shapes and depths relative to joint widths which allow optimum sealant movement capability.
1. Install multiple colors at masonry veneer joints if multiple masonry colors are present.
- E. Immediately after sealant application and prior to time skinning or curing begins, tool

sealants to form smooth, uniform beads of configuration indicated, to eliminate air pockets and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint. Do not use tooling agents which discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.

1. Flush joint configuration per Figure 6B in ASTM C 1193, where indicated.
 - a. Use masking tape to protect adjacent surfaces of recessed tooled joints.

3.4 FIELD QUALITY CONTROL

A. Field-Adhesion Testing: Field-test joint-sealant adhesion to joint substrates as follows:

1. Extent of Testing: Test completed elastomeric sealant joints as follows:
 - a. Perform 10 tests for the first 1000 feet of joint length for each type of elastomeric sealant and joint substrate.
 - b. Perform one test for each 1000 feet of joint length thereafter or one test per each floor per elevation.
2. Test Method: Test joint sealants by hand-pull method described below:
 - a. Make knife cuts from one side of joint to the other, followed by two cuts approximately 2 inches long at sides of joint and meeting cross cut at one end. Place a mark 1 inch from cross-cut end of 2-inch piece.
 - b. Use fingers to grasp 2-inch piece of sealant between cross-cut end and 1-inch mark; pull firmly at a 90-degree angle or more in direction of side cuts while holding a ruler along side of sealant. Pull sealant out of joint to the distance recommended by sealant manufacturer for testing adhesive capability, but not less than that equaling specified maximum movement capability in extension; hold this position for 10 seconds.
 - c. For joints with dissimilar substrates, check adhesion to each substrate separately. Do this by extending cut along one side, checking adhesion to opposite side, and then repeating this procedure for opposite side.
3. Inspect joints for complete fill, for absence of voids, and for joint configuration complying with specified requirements. Record results in a field adhesion test log.
4. Inspect tested joints and report on the following:
 - a. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.
 - b. Whether sealants filled joint cavities and are free from voids.
 - c. Whether sealant dimensions and configurations comply with specified requirements.
5. Record test results in a field adhesion test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.

6. Repair sealants pulled from test area by applying new sealants following same procedures used to originally seal joints. Ensure that original sealant surfaces are clean and new sealant contacts original sealant.
- B. Evaluation of Field-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements, will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.5 PROTECTION AND CLEANING

- A. Protect joint sealants during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and reseal joints with new materials to produce joint sealant installations with repaired areas indistinguishable from original work.
- B. Clean off excess sealants or sealant smears adjacent to joints as work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.

END OF SECTION

SECTION 09 96 53
Elastomeric Coating

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Application of high-build, water-based, elastomeric, 100 percent acrylic, waterproof coating.
- B. Related Sections:
 - 1. Section 07 92 00 – Joint Sealants

1.2 SUBMITTALS

- A. Comply with Section 01 33 00 Submittal Procedures.
- B. Product Data: Submit manufacturer's technical data sheets information for each product.
- C. Submit list of project references as documented in this Specification under Quality Assurance Article. Include contact name and phone number of person charged with oversight of each project.
- D. Quality Control Submittals:
 - 1. Provide protection plan of surrounding areas and non-cementitious surfaces.

1.3 QUALITY ASSURANCE

- A. Comply with Section 01 40 00 Quality Requirements.
- B. Qualifications:
 - 1. Manufacturer Qualifications: Company with minimum 15 years of experience in manufacturing of specified products.
 - 2. Manufacturer Qualifications: Company shall be ISO 9001:2000 Certified.
 - 3. Applicator Qualifications: Company with minimum of 5 years experience in application of specified products on projects of similar size and scope, and is acceptable to product manufacturer.
 - a. Successful completion of a minimum of 5 projects of similar size and complexity to specified Work.
- C. Field Sample:
 - 1. Install at Project site or pre-selected area of building an area for field sample, minimum 4 feet by 4 feet (1.2 m by 1.2 m), using specified material.
 - 2. Apply material in accordance with manufacturer's written application instructions.
 - 3. Manufacturer's representative or designated representative will review technical aspects; surface preparation, repair, and workmanship.
 - 4. Field sample will be standard for judging workmanship on remainder of Project.
 - 5. Maintain field sample during construction for workmanship comparison.
 - 6. Do not alter, move, or destroy field sample until Work is completed and approved by Architect.

7. Obtain Architect's written approval of field sample before start of material application, including approval of aesthetics, color, texture, and appearance.
8. Perform adhesion test in accordance with ASTM D3359, Method A. Minimum adhesion rating of 4A required on 0 to 5 scale.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with Section 01 60 00 Product Requirements.
- B. Comply with manufacturer's ordering instructions and lead-time requirements to avoid construction delays.
- C. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- D. Store tightly sealed materials off ground and away from moisture, direct sunlight, extreme heat, and freezing temperatures.

1.5 PROJECT CONDITIONS

- A. Environmental Requirements:
 1. Do not apply material when substrate or ambient temperature is 40 degrees F (4 degrees C) or below or is expected to fall below 40 degrees F (4 degrees C) within 24 hours after application.
 2. Do not apply material if rain is expected within 24 hours of application.
 3. Do not apply material to sloped (less than 60 degrees) or horizontal surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Subject to compliance with requirements, provide products from the following manufacturer:
The Garland Company, Inc.
3800 East 91st St.
Cleveland, OH 44105
- B. Substitutions: Comply with Section 01 60 00 Product Requirements.
- C. Specifications and Drawings are based on manufacturer's proprietary literature. Other manufacturers shall comply with minimum levels of material, color selection, and detailing indicated in Specifications or on Drawings. Architect will be sole judge of appropriateness of substitutions.

2.2 MATERIALS

- A. High-build, water-based, elastomeric, 100 percent acrylic, waterproof coating.
 1. Acceptable Product: Tuff-Coat by The Garland Co., Inc. or pre-approved equal.
- B. Performance Requirements:
 1. Ultimate Elongation, ASTM D412: 344 percent.
 2. Elongation Recovery, ASTM D412:
 - a. After 10 Minutes: 96.9 percent.
 - b. After 24 Hours: 98.4 percent.
 3. Ultimate Tensile Strength, ASTM D412: 220 psi (1.5 MPa).

4. Crack Bridging, PR EN 1062-7:
 - a. At minus 77 degrees F (minus 60 degrees C): 12 mils (0.3 mm).
 - b. At 32 degrees F (0 degrees C): 19.5 mils (0.5 mm).
 - c. At 73 degrees F (23 degrees C): 27.5 mils (0.7 mm).
 5. Flexibility, ASTM D522, at minus 30 degrees F (minus 34 degrees C): 1/8 inch (3 mm) mandrel.
 6. Pull-Off Strength Adhesion, ASTM D4541: 210 psi (1.4 MPa).
 7. Wind-Driven Rain, Federal Specification TT-C-555B: Passes.
 8. Water-Vapor Permeance, ASTM D1653: 10 perms.
 9. Carbon-Dioxide Diffusion, PR EN 1062-6:
 - a. R (equivalent air-layer thickness): 263 feet (80 m).
 - b. Sc (equivalent concrete thickness): 8 inches (20 cm).
 10. Accelerated Weathering, ASTM G23, Type D, 5,000 hours: Passes.
 11. Visual Color Change, ASTM D1729, 5,000 hours: Passes.
 12. Chalking, ASTM D4214, 5,000 hours: Passes.
 13. Freeze/Thaw Resistance, ASTM C67, 60 cycles: Passes.
 14. Salt-Spray Resistance, ASTM B117, 300 hours: Passes.
 15. Dirt Pick-Up, ASTM D3719, after 6 months exposure: 94.33 percent.
 16. Mildew Resistance, ASTM D3273 and 3274: No growth.
- C. Approximate Coverage Rate: 100-200 sq ft per gal.
- D. Wet Film Thickness (WFT):
1. Smooth: 16 to 32 mils (406 to 813 microns).
 2. Fine: 16 to 32 mils (406 to 813 microns).
 3. Coarse: 16 to 32 mils (406 to 813 microns).
- E. Dry Film Thickness (DFT):
1. Smooth: 8 to 16 mils (203 to 406 microns).
 2. Fine: 9 to 18 mils (229 to 457 microns).
 3. Coarse: 9 to 19 mils (229 to 483 microns).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Comply with Section 01 73 00 Execution

3.2 SURFACE PREPARATION

- A. Protection: Protect adjacent Work areas and finish surfaces from damage during coating application.
- B. Prepare surfaces in accordance with manufacturer's instructions.
- C. Ensure that substrate is sound, clean, dry, and free of dust, dirt, oils, grease, laitance, efflorescence, mildew, fungus, biological residues, and other contaminants that could prevent proper adhesion.
- D. Clean surface to achieve texture similar to medium-grit sandpaper.

- E. Repair holes and spalled and damaged concrete with repair materials approved by coating manufacturer.
- F. Remove protruding concrete accessories and smooth out irregularities.
- G. When chemical cleaners are used, neutralize compounds and fully rinse surface with clean water. Allow surface to dry before proceeding.
- H. Remove blisters or delaminated areas and sand edges to smooth rough areas and provide transition to existing paint areas.
- I. Check adhesion of existing paint in accordance with ASTM D3359, measuring adhesion by Tape Method A.
- J. Concrete Surfaces:
 - 1. Cure concrete a minimum of 28 days before application.
 - 2. Remove laitance, bond-inhibiting contaminants, form-release agents, and sealers.
 - 3. Remove form tie wires and repair holes, small voids, and spalls using appropriate repair product approved by coating manufacturer.
 - 4. Abrasive-blast slick, dense concrete surfaces or use primer approved by coating manufacturer. Test surface for proper adhesion.
- K. Brick and Concrete Masonry Unit (CMU) Surfaces:
 - 1. Ensure CMUs are laid true and fully cured to full load-bearing capacity.
 - 2. Remove mortar splatter and excess mortar.
 - 3. Repoint or fill voids with appropriate patching product approved by coating manufacturer.
 - 4. Ensure mortar joints are sound and free of voids and cracks.
 - 5. Apply base coat approved by coating manufacturer to new CMUs.
- L. Plaster and Stucco Surfaces:
 - 1. Clean surfaces and remove debonded or delaminated plaster or stucco.
 - 2. Repair with material approved by coating manufacturer.
 - 3. Allow new plaster or stucco to cure minimum of 14 days at 70 degrees F (21 degrees C) and 50 percent relative humidity or until pH level has reached 10. Allow longer cure times if temperatures are lower or relative humidity is higher.
 - 4. Prime chalky surfaces with primer approved by coating manufacturer after cleaning and profiling. Allow primer to dry.
- M. Exterior Insulation and Finish System (EIFS) Surfaces:
 - 1. Refasten or re-adhere delaminated or loose expanded polystyrene (EPS) insulation in accordance with manufacturer's approved methods.
 - 2. Replace or patch missing or damaged EPS to original condition.
 - 3. Finish with trowel acrylic finish to match and blend with existing texture.
 - 4. Allow repaired areas to fully cure.
 - 5. Refer to EIFS manufacturer's instructions for appropriate repair and procedures.
- N. Existing Acrylic Coating Surfaces:
 - 1. Sand or grind edges of existing coating to ensure adhesion and smooth transition of new material. Sand edges of area to featheredge.
 - 2. Wash down and allow to completely dry.
 - 3. Prime chalky surfaces with primer approved by coating manufacturer.

O. Crack Preparation and Pretreatment:

1. Treat cracks larger than 1/32 inch (0.8 mm) and up to 1/16 inch (1.6 mm) with brush-grade acrylic crack filler approved by coating manufacturer.
2. Treat cracks larger than 1/16 by 1/16 inch (1.6 by 1.6 mm) but less than 1/4 by 1/4 inch (6 by 6 mm) with knife-grade acrylic crack filler approved by coating manufacturer.
3. Treat moving cracks larger than 1/4 by 1/4 inch (6 by 6 mm) with internally plasticized polyurethane sealant approved by coating manufacturer.
4. Apply test application of crack repair materials in inconspicuous location to ensure compatibility and aesthetic approval.

3.3 MIXING

- A. Mix coating in accordance with manufacturer's instructions to ensure uniform color and aggregate disbursement and to minimize air entrapment.
- B. In multi-pail applications, mix contents of each new pail into partially used pail to ensure color consistency and smooth transitions from pail to pail.

3.4 APPLICATION

- A. Apply coating in accordance with manufacturer's instructions.
- B. Apply coating as a 2-coat system.
- C. Maintain proper uniform wet-film thickness during application to ensure performance characteristics desired.
- D. Apply coating to achieve pinhole-free, consistent film build on coated surfaces.

3.5 PROTECTION

- A. Protect applied coating from damage during construction.

END OF SECTION