

August 2024

PROJECT NO. 21101
College of Southern Idaho
Upgrade Windows/Doors Shields
Building
315 Falls Ave, Twin Falls, Idaho 83301

PROJECT MANUAL

ARCHITECT:
COLE Architects
404 S 8th St, Ste 250
Boise, Idaho 83702
208.345.1800



ISSUE DATE: August 2024

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CONSTRUCTION APPROVAL BY RESPONSIBLE CHIEF OFFICER OF INSTITUTION OR AGENCY

(IDAHO CODE 67-5710)

Final Plans & Specs have been Reviewed for:

DPW Project No.

This project incorporates the required program elements within the funding limitations authorized, and authorize the Division of Public Works to proceed with bidding of the project. If acceptable bids are received, I will approve awarding a contract and construction of the facilities in accordance with the plans and specifications.

Agency:
College of Southern Idaho

Agency Signature Authority:
Jeff Harmon

Approval Approved

Name or Role	
1. Agency - Signature Authority	Approved Spencer Cutler Oct 05, 2024 11:35 AM MST
2. Project Manager	Approved Nicole Cecil Oct 06, 2024 12:35 PM MST
3. Project Manager Senior	Approved Kelly Barand (SR PM) Oct 07, 2024 01:47 PM MST
4. DPW Administrator	Approved Pat Donaldson Oct 07, 2024 02:44 PM MST

This is not a building permit

Approved
State of Idaho
Division of Public Works
Permitting
Date: 10/21/24
PA#: BLD2109-0000

These Documents are approved contingent on the compliance with the mark-ups and notes applied.
This approval shall not be construed to be an approval of any violation of, or variance from, Idaho's adopted codes, standards, laws or rules applicable to this project.

TABLE OF CONTENTS

ADVERTISEMENT FOR BIDS	AB-1
INSTRUCTIONS TO BIDDERS	ITB-1
BID PROPOSAL	BP-1
CONTRACTOR'S AFFIDAVIT CONCERNING ALCOHOL & DRUG-FREE WORKPLACE	BP-5
BIDDER'S ACKNOWLEDGEMENT STATEMENT	BP-6
AGREEMENT - FIXED PRICE CONSTRUCTION CONTRACT	FPCC-4
EXHIBIT A - OWNER'S PROJECT IDENTIFICATION INFORMATION	FPCC -38
EXHIBIT B - ADDRESSES AND AUTHORIZED REPRESENTATIVES	FPCC -40
EXHIBIT C - LIST OF DRAWINGS AND SPECIFICATIONS	FPCC -42
EXHIBIT D - CONTRACTOR'S AFFIDAVIT CONCERNING TAXES	FPCC -43
EXHIBIT E - NAMED SUBCONTRACTORS	FPCC -44
EXHIBIT F - NOTICE TO PROCEED	FPCC -45
EXHIBIT G - CONTRACTOR'S REQUEST FOR TAX RELEASE	FPCC -46
EXHIBIT H - RELEASE OF CLAIMS	FPCC -48
EXHIBIT J - CONDITIONS PRECEDENT TO FINAL PAYMENT	FPCC -49
EXHIBIT K - TRAINING CONFIRMATION SIGN IN SHEET	FPCC - 51
EXHIBIT L - PROJECT FINALIZATION AND START	FPCC -43
TECHNICAL SPECIFICATIONS	
DIVISION 01 - GENERAL REQUIREMENTS	
SECTION 011000 – SUMMARY	
SECTION 012300 – ALTERNATES	
SECTION 012500 - SUBSTITUTION PROCEDURES	
SECTION 012600 - CONTRACT MODIFICATION PROCEDURES	
SECTION 012900 - PAYMENT PROCEDURES	
SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION	
SECTION 013300 - SUBMITTAL PROCEDURES	
SECTION 014000 - QUALITY REQUIREMENTS	
SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS	
SECTION 016000 - PRODUCT REQUIREMENTS	
SECTION 017300 - EXECUTION	
SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	
SECTION 017700 - CLOSEOUT PROCEDURES	

SECTION 017823 - OPERATION AND MAINTENANCE DATA
SECTION 017839 - PROJECT RECORD DOCUMENTS
SECTION 017900 - DEMONSTRATION AND TRAINING

DIVISION 02 – SITE WORK

SECTION 024119 - SELECTIVE DEMOLITION

DIVISION 08 - OPENINGS

SECTION 084113 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS
SECTION 087100 - DOOR HARDWARE
SECTION 088000 - GLAZING

ADVERTISEMENT FOR BIDS

Sealed proposals will be received by Division of Public Works, State of Idaho at

_____ until _____, local time,
(address) (date)
on _____ for DPW Project No. 21101 – College of Southern Idaho Shields Building
(time) (number)
315 Falls Ave. Twin Falls ID 83301.

A description of the Work of this project can be summarized to include: Replacement of Selected Storefront door and window system in the Shields Building. The base bid will include (2) storefront entrance system on the north side of the building. Alt #1 will include upgrades for two (2) first floor vestibule doors and alt #2 will include upgrades for two (2) second floor interior doors.

Proposals will be opened and publicly read at the above hour and date.

Plans, specifications, proposal forms and other information are on file for examination at the following locations:

- Division of Public Works, 502 N. 4th Street, Boise, ID, 83702; Telephone no. (208) 332-1900;
- Associated General Contractors, 1649 W Shoreline Drive, Ste. 100, Boise, ID 83702; Telephone no. (208) 344-2531; Email address: <https://www.idahoagc.org/plan-room>;
- Blueprint Specialties, 6205 W. Overland Road, Boise, ID 83709; Telephone no.: (208) 377-0294; Email address: www.docuproject.com.

A bid bond in the amount of 5% of the total bid amount, including any add alternates, is required.

One set of documents may be obtained by licensed general contractors and by licensed mechanical and electrical subcontractors from the Design Professional for a refundable deposit of \$ _____. Others may obtain documents at cost, non-refundable.

A pre-bid conference will be held at _____ on _____
(location) (date)
starting at _____. Bidders are encouraged to attend.
(time)

- A Public Works Contractors License for the State of Idaho is required to bid on this Work.
- A Public Works Contractors License for the State of Idaho will be required of the successful bidder prior to award of a contract.

Estimated Cost: \$ _____

DATED: _____

Barry J. Miller, Deputy Administrator
Division of Public Works

END OF ADVERTISEMENT FOR BIDS

INSTRUCTIONS TO BIDDERS

GENERAL PROVISIONS

DEFINITIONS: Capitalized terms used in these Instructions to Bidders (“Instructions”) shall have the meaning given to them in the Division of Public Works’ Fixed Price Construction Contract Between Owner and Contractor.

HEADINGS: Headings used in these Instructions are for convenience only.

REJECTION OF BIDS, WAIVER OF INFORMALITIES OR CANCELLATION: Prior to the effective date of a contract, the Administrator of the Division of Public Works shall have the right to accept or reject all bids, to waive any minor deviations/informalities or to cancel the bid.

ORAL INFORMATION: Questions concerning a bid must be directed in writing to the designated Design Professional (architect or engineer) no less than ten (10) calendar days before bids are due unless provided otherwise via an addendum. Oral information is not binding and any reliance by a bidder on any oral information or representation is at the bidder’s sole risk. Any information given a prospective bidder in response to a written question will be provided to all prospective bidders by an addendum, if such information is necessary for purposes of submitting a bid or if failure to give such information would be prejudicial to uninformed bidders.

PUBLIC RECORDS: The Idaho Public Records Law, Title 74, Chapter 1, Idaho Code, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State or local agency regardless of the physical form or character. Unless exempted by the Public Records Law, your bid will be a public record subject to disclosure under the Public Records Law. Any questions regarding the applicability of the Public Records Law should be addressed to your legal counsel prior to submission.

FORM OF AGREEMENT: Unless otherwise specified in the bid documents, the agreement between the successful bidder and the Owner (“State of Idaho”) shall be the Division of Public Works’ Fixed Price Construction Contract Between Owner and Contractor.

PERFORMANCE AND PAYMENT BONDS: A performance bond and payment bond are required for this Project, each in an amount of not less than one hundred percent (100%) of the Contract Price. The performance and payment bonds shall be AIA Document A312, 1984 or the most recent Edition, or a standard surety form certified approved to be the same as the AIA A312 form and shall be executed by a surety or sureties reasonably acceptable to the Owner and authorized to do business in the State of Idaho. Bonds must be provided within ten (10) calendar days following receipt of a Notice of Intent to Award.

BID SUBMISSION PROCESS

BID DOCUMENTS: The bid documents are available from the Design Professional or as provided in the Invitation to Bid or advertisement for bids. The responsibility is on the bidder to use a complete set of bid documents to prepare its bid and neither the Owner nor the Design Professional shall incur any liability for the bidder's failure to do so. Bidders obtain no ownership interest or any use rights, except to use in preparation of their bid, by issuance of the bid documents.

Bidders and Sub-bidders shall field verify all dimensions pertaining to the Work and shall be responsible for the determination of all quantities of materials required for the completion of the Work. The bidder shall not rely on the scale drawings of the Bidding Documents in its determination of required materials quantities. No allowance shall be made for Bidder's failure to field-verify dimensions.

If a deposit is required, the deposit will be returned to a bidder returning the complete bid documents in good condition no more than twenty (20) days after a Notice of Intent is issued and the amount of any deposit returned may be reduced if the bid documents returned are not complete or are damaged. A bidder awarded a Contract may also keep the bid documents and any deposit will be returned.

ADDENDA: In the event it becomes necessary to revise any part of the bid documents, addenda will be issued. Information given to one bidder will be available to all other bidders if such information is necessary for purposes of submitting a bid or if failure to give such information would be prejudicial to uninformed bidders. It is the bidder's responsibility to check for addenda prior to submitting a bid. A bidder is required to acknowledge receipt of all addenda by identifying the addenda numbers in the space provided on the bid proposal form. Failure to do so may result in the bid being declared non-responsive. No addenda will be issued less than four (4) calendar days before the closing date unless the bid closing date is extended.

REVIEW: It is the bidder's responsibility to review the bid documents and compare them as needed, including, with regard to, any other Work that is or may be under construction that might affect the bidder or its Work, to examine the site and local conditions and to report, in writing, any questions, errors, inconsistencies or ambiguities to the Design Professional.

PRODUCTS SPECIFIED AND PROPOSED SUBSTITUTIONS: Materials, products, or equipment, if specified by name or manufacturer, establish the standard of quality required and that must be met by any proposed substitution. Requests for substitutions must be made in writing to the Design Professional no less than ten (10) calendar days prior to the bid closing unless provided otherwise via an addenda. Such requests must provide detailed information to allow the Design Professional to determine if the proposed substitution is acceptable, including drawings or performance or test data and a detailed statement of how the substitution would change any other part of the Work. It is the bidder's obligation to satisfy this requirement and the Design Professional's decision shall be final. To be allowed, substitutions must be approved in an addendum to the bid documents.

BID FORM: Bids must be submitted on the bid proposal forms, or copies of forms, furnished by the Owner or the Design Professional. Bids submitted must contain all original signatures in ink on the following forms:

1. Bid Proposal Form;
2. Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace;
3. Bidder's Acknowledgment Statement and;
4. Bid Bond (bid security).

The person signing the Bid Proposal Form must initial any and all changes appearing on any of the bid forms. If the bidder is a corporation or other legal entity, the bid forms must be signed by an authorized designee. Oral, telephonic, telegraphic, facsimile, or other electronically transmitted bid forms and/or signatures will not be considered.

BID PRICES: The bid form may require bidders to submit bid prices for one (1) or more items on various bases, including lump sum base bid, lump sum bid alternate prices, unit prices or any combination thereof. Bid amounts shall be expressed in words and numbers. The amount in words shall prevail if there is a discrepancy.

ALTERNATES: If the solicitation/bid includes alternate bid items or unit prices, failure to bid on the alternates or unit prices may disqualify the bid. If bidding on an alternate does not change the base bid, indicate by "No Change." If bidding on all items is not required by the Contract Documents, bidders must affirmatively indicate that they are not bidding on those items.

TIME FOR SUBMISSION: Bids must be submitted on or before the time specified in the advertisement for bids. Any bid submitted late will be rejected.

SEALED ENVELOPE: Bids shall be submitted in a sealed envelope with the following clearly printed on the outside of the envelope: the Project number and Project name; the name and address of the bidder; and a statement, such as "BID ENCLOSED" to indicate that it is a bid.

MAILED BIDS: When bids are mailed or shipped, the sealed envelope containing the bid shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. If mailed, the mailing envelope shall be addressed as follows:

Division of Public Works
502 N. 4th Street
P. O. Box 83720
Boise, Idaho 83720-0072

It is the bidder's responsibility to ensure that its bid is delivered to the place designated for receipt on or before the specified closing time. The Owner assumes no responsibility for delays in the delivery of mail by the U.S. Post Office or private couriers. Bidders should be advised the intra-state mail system may increase delivery time from arrival at Central Postal to the place designated for receipt and should plan accordingly. **LATE SUBMISSIONS WILL BE REJECTED, WILL NOT BE OPENED AND WILL BE RETURNED TO THE BIDDER. NO DEVIATIONS WILL BE ALLOWED.**

BID CLOSING DECLARED: Immediately prior to the bid opening, the Owner's representative will declare the official bid closing. Any part of a bid not received prior to the bid closing declared by the

designated representative will not be considered and will be returned to the bidder unopened. All bids shall be taken under advisement.

DRUG-FREE WORKPLACE: Along with its bid, the bidder shall submit an affidavit certifying compliance with Title 72, Chapter 17, Idaho Code, requiring the Contractor and its subcontractors at the time of bid to provide a drug-free Workplace program and to maintain such program throughout the duration of the Contract. The form of affidavit is attached.

ILLEGAL ALIENS: Bidder shall warrant that the bidder does not knowingly hire or engage any illegal aliens or persons not authorized to Work in the United States; bidder shall take steps to verify that it does not hire or engage any illegal aliens or persons not authorized to Work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to Work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties and/or termination of any Contract resulting from this bid.

LEGAL RESIDENCY REQUIREMENT: By submitting a bid, the bidder attests, under penalty of perjury, that it (the bidder) is a United States citizen or legal permanent resident or that it is otherwise lawfully present in the United States pursuant to federal law. Prior to being issued a contract, the bidder will be required to submit proof of lawful presence in the United States in accordance with §67-7903, Idaho Code.

BIDDER'S ACKNOWLEDGEMENT STATEMENT: The attached Bidder's Acknowledgement Statement must be completed and included, or the bid may be found non-responsive.

PUBLIC WORKS CONTRACTOR'S LICENSE: This Project is not financed in whole or in part by federal funds. Bids will be accepted from those Contractors only (prime contractors, subcontractors and/or specialty contractors) who, prior to the bid opening, hold current licenses as public Works contractors in the State of Idaho.

WAGE RATES: Bids shall be based on applicable wage determinations and labor standards established by the Secretary of Labor, United States Department of Labor.

IDAHO LABOR REQUIREMENTS: This Project is subject to the provisions of Sections 44-1001 and 44-1002, Idaho Code, dealing with labor preference.

IDAHO PREFERENCE LAW: Section 67-2348, Idaho Code, requires the Division of Public Works to apply a preference in determining which Contractor submitted the lowest responsible bid. If the Contractor who submitted the lowest dollar bid is domiciled in a state with a preference law that penalizes Idaho domiciled contractors, the Division of Public Works must apply the preference law (percentage amount) of that domiciliary state to that Contractor's bid.

NAMING OF SUBCONTRACTORS: Section 67-2310, Idaho Code, requires general (prime) Contractors to include in their bid the name of the subcontractors who shall, in the event the Contractor secures the Contract, subcontract the plumbing, HVAC, and electrical Work under the general (prime) Contract. Failure to name subcontractors as required by this section shall render any bid submitted by a general (prime) Contractor nonresponsive and void. Subcontractors named in accordance with the

provisions of this section must possess an appropriate license or certificate of competency issued by the State of Idaho covering the Contractor Work classification in which the subcontractor is named.

The Division of Public Works interprets Section 67-2310, Idaho Code, to mean three (3) separate areas of Work: plumbing Work, HVAC, and electrical Work. The Division of Public Works also requires that the general (prime) Contractor name the entity that will perform the Work, including if the entity is a subcontractor, a sub-subcontractor or the general (prime) Contractor submitting the bid. Failure to complete the Bid Proposal in full shall render a bid nonresponsive and void.

With regard to possessing an appropriate license or certificate of competency, all subcontractors listed by the general (prime) Contractor must have at the time of the bid opening a current license in the appropriate category (class, type and specialty category) as issued by the Public Works Contractors State License Board. In addition, plumbing, HVAC and electrical subcontractors shall have at the time of the bid opening a valid plumbing contractor's license, HVAC contractor's license or electrical contractor's license, respectively, as issued by the Idaho Division of Building Safety.

In determining if the above listed subcontractors are required on the Project, the Division of Public Works will refer to the plans and specifications. If doubt exists prior to bid closing, potential bidders should contact the Division of Public Works and the Design Professional who prepared the plans and specifications will be requested to make the determination. If plumbing, HVAC or electrical Work are not shown on the plans and specifications but are discovered by the bidder prior to the date of bid opening, then the bidder must request clarification from the Design Professional. Absent such clarification, Work will be considered incidental, and naming of a subcontractor will not be required.

BID SECURITY

AMOUNT AND FORM OF SECURITY: To be considered, bids must be accompanied by an acceptable bid security in an amount not less than five percent (5%) of the total amount of the bid, including additive alternates. The security may be in the form of a bond or a certified or cashier's check. A standard surety bid bond form meeting all the conditions of AIA Document A310 is acceptable and, if used, must include a certified and current copy of the power of attorney if the bond is executed by the attorney-in-fact on behalf of the surety.

FORFEITURE: A successful bidder who fails to sign the Contract for the Work or furnish the required bonds within ten (10) calendar days following the receipt of notice of intent to award a Contract is subject to forfeiture in accordance with Section 54-1904E, Idaho Code.

RETENTION OF SECURITY: Bid security shall be retained for no more than forty-five (45) calendar days after the opening of bids, so long as the bidder has not been notified of the acceptance of the bid.

BID WITHDRAWAL

PRIOR TO BID CLOSING: If a bid has been submitted, it may be withdrawn in person by a bidder's authorized representative before the opening of the bids. A bidder's representative will be required to show identification and sign on a bid summary sheet before it will be released. After bid closing, no bid may be withdrawn except in strict accordance with these Instructions or applicable law.

BID MODIFICATION

PRIOR TO BID CLOSING: If a bid has been submitted, it may be modified by the submission of a written document contained in a separate sealed envelope marked “Bid Modification from [Name of Bidder] for DPW Project No: 21101; College of Southern Idaho, Upgrade Windows/Doors Shields Building **THE DOCUMENT MODIFYING THE BID MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE SUBMITTING BIDDER. THE DIVISION OF PUBLIC WORKS RESERVES THE RIGHT TO REQUIRE PRESENTATION OF EVIDENCE SATISFACTORY TO IT TO ESTABLISH THE AUTHORITY TO ACT ON BEHALF OF THE SUBMITTING BIDDER. NO OTHER FORM OF MODIFICATION (INCLUDING TELEPHONE, FACSIMILE OR ELECTRONIC MAIL) WILL BE ACCEPTED. AFTER BID CLOSING, NO BID MAY BE MODIFIED EXCEPT IN STRICT ACCORDANCE WITH THESE INSTRUCTIONS OR APPLICABLE LAW.**

RELIEF FROM BIDS

CONDITIONS FOR RELIEF: Relief from bids is subject to Sections 54-1904B through 54-1904E, Idaho Code. In the event a bidder discovers a mistake in its bid following the bid opening and wishes to withdraw its bid, the bidder shall establish to the satisfaction of the Owner, pursuant to Section 54-1904C, Idaho Code, that a clerical or mathematical mistake was made; the bidder gave the public entity (Owner) written notice within five (5) calendar days after the opening of the bid of the mistake, specifying in the notice in detail how the mistake occurred; and the mistake was material.

DETERMINATION: If the Owner determines that the bidder has satisfied the requirements of Section 54-1904C, Idaho Code, to entitle it to relief from a bid because of a mistake, it shall prepare a report in writing to document the facts establishing the existence of each required element. The report shall be available for inspection as a public record and shall be filed with the public entity soliciting bids. A bidder claiming a mistake and satisfying all the required conditions of Section 54-1904C, Idaho Code, shall be entitled to relief from the bid and have any bid security returned by the Owner. Bidders not satisfying the conditions of Section 54-1904C, Idaho Code shall be subject to forfeiture in accordance with Section 54-1904B, Idaho Code. A bidder who claims a mistake or who forfeits its bid security shall be prohibited from participating in any re-bidding of that project on which the mistake was claimed, or security forfeited and the Owner may award the Contract to the next lowest responsive and responsible bidder.

BIDDER’S REPRESENTATIONS

REPRESENTATIONS UPON SUBMITTING A BID: By submitting its bid, a bidder represents and warrants the following:

1. The person signing the bid is authorized to bind the bidder;
2. It has all required licenses, permits or other authorizations necessary to submit its bid;

3. It has taken steps necessary to ascertain the nature and location of the Work and has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to: (i) conditions bearing upon transportation, disposal, handling and storage of materials; (ii) the availability of labor, water, natural gas, electric power and roads; (iii) uncertainties of weather, river stages or similar physical conditions at the site; (iv) the conformation and conditions of the ground; and (v) the character of equipment and facilities needed preliminary to and during the Work;
4. It has satisfied itself as to character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory Work done by the Owner as well as from the drawings and specifications provided as part of the bid package, and that any failure of the bidder to take such actions will not relieve the bidder from responsibility for estimating properly the difficulty and cost of successfully performing the Work;
5. It has received, read and reviewed the Contract, has submitted any questions in writing regarding the same and has received an answer to such questions;
6. Its bid is based upon the requirements of the Contract without exception;
7. It is in compliance with Title 72, Chapter 17, Idaho Code, regarding a drug-free Workplace and has included the required affidavit regarding the same;
8. Its bid is in compliance with employment of persons authorized to Work in the United States;
9. It will retain bid security and hold and honor all base bid prices for forty-five (45) calendar days from the date of bid opening, and cannot be withdrawn after the bid opening;
10. Its bid prices shown for each item on the bid proposal form include all labor, material, equipment, overhead and compensation to complete all the Work for that item; and
11. It has included in its bid amount Idaho sales and/or use taxes on all materials and equipment and all other taxes imposed by law.

BID AWARD

AWARD METHOD: Public Works construction contracts for the State of Idaho are awarded to the "lowest responsible and responsive bidder." The low bidder, for purposes of award, shall be the responsible and responsive bidder offering the low aggregate amount for the base bid item, plus any additive or deductive bid alternates selected by the Owner, and within funds available as determined by the Owner. Bid Award is also subject to the requirements of Idaho Code, including without limitation: Title 67, Chapter 57; Title 67, Chapter 23; Title 54, Chapter 19; and Title 44, Chapter 10. It is the bidder's responsibility to conform to **ALL** applicable federal, state, and local statutes or other applicable legal requirements. The information provided herein is intended to assist bidders in meeting applicable requirements but is not exhaustive and the Owner will not be responsible for any failure by any bidder to meet applicable requirements.

DETERMINATION OF RESPONSIBILITY: The Owner reserves the right to make reasonable inquiry about or from the submitting bidder or from third parties to determine the responsibility of a submitting bidder. Such inquiry may include, but not be limited to, inquiry regarding experience and expertise related to the Project, manpower and other resources, financial stability, credit ratings, references, potential subcontractors, and past performance. The unreasonable failure of a submitting bidder to promptly supply any requested information may result in a finding of non-responsibility.

NOTICE OF EFFECTIVENESS: No Contract is effective until the authorized Owner's official has signed the Contract and the Notice to Proceed has been issued. The bidder shall not provide any goods or render services until the Contract has been signed by the Administrator of the Division of Public Works and the Contract has become effective. Furthermore, the Owner is in no way responsible for reimbursing the bidder for goods provided or services rendered prior to the signature of the authorized Division of Public Work's official and the arrival of the Notice to Proceed.

INCURRING COSTS: The Owner is not liable for any cost incurred by bidders prior to the Notice to Proceed.

PRIOR ACCEPTANCE OF DEFECTIVE BIDS OR PROPOSALS: The Owner generally will not completely review or analyze bids that appear to fail to comply with the requirements of the bid documents, nor will the Owner generally investigate the references or qualifications of those who submit such bids. Therefore, any acknowledgment that the selection is complete shall not operate as a representation by the Owner that an unsuccessful bid was responsive, complete, sufficient, or lawful in any respect.

POST-AWARD SUBMITTALS: Upon receipt of a Notice of Intent to Award, the apparent low responsive and responsible bidder shall provide documentation required in such Notice. Such Notice of Intent to Award shall generally require the bidder to return to the Owner, within ten (10) days of receipt, a signed Contract, all required bonds, proof of insurance and documentation required by the Idaho State Tax Commission (report and affidavit).

OWNER'S RIGHT TO REJECT: Prior to execution of the Contract, the Owner or Design Professional shall provide written notice of any reasonable objection to any person or entity proposed by the bidder. Upon receipt of such notice, the bidder may withdraw its bid, without forfeiture, or propose a substitute and identify any change in any bid amount caused by such substitution. The Owner may accept or reject the substitution or the adjusted price. If the Owner rejects the substitution or the adjusted price, it will return the bidder's bid guarantee.

END OF INSTRUCTIONS

BID PROPOSAL

TO: STATE OF IDAHO
DIVISION OF PUBLIC WORKS

To Whom it May Concern:

The Bidder, in compliance with your Invitation for Bids for the construction of DPW Project No. 21101: College of Southern Idaho, Upgrade Windows/Doors Shields Building, having examined the bidding and Contract Documents and the site of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to provide the service and insurance in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents.

Bidder hereby agrees to commence Work under this Contract on a date to be specified in the written "Notice to Proceed" of the Owner and to substantially complete the Project within _____ consecutive calendar days thereafter, as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$ _____ for each consecutive calendar day after the established substantial completion date or adjusted date as established by change order.

Bidder acknowledges receipt of Addenda No. _____.
(List all Addenda)

BASE PROPOSAL: Bidder agrees to perform all the base proposal Work described in the specifications and shown on the plans for the sum of:

_____ Dollars (\$ _____)
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

_____ Dollars (\$ _____) x 100 cy = \$ _____

Alternate No. 1: _____

Add the sum of _____ Dollars (\$ _____)

Alternate No. 2: _____

Add the sum of _____ Dollars (\$ _____)

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good for a period of forty-five (45) calendar days after the scheduled opening time for receiving bids.

Upon receipt of written Notice of Intent to Award of this bid, Bidder will execute the formal Contract within ten (10) calendar days and deliver a Surety Bond or Bonds as required by paragraph "Performance and Payment Bonds" first page (ITB-1) of the Instructions to Bidders.

The bid security in the amount of five percent (5%) of the bid amount is to become the property of the Owner, in the event the Contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

The names and addresses of the entities who will perform the Work identified below, subject to approval of Owner and Design Professional, if Undersigned is awarded the Contract, are as follows:

Electrical (PWCL Category 16000)

(Name) _____

(Address) _____

Idaho Public Works Contractors License No. _____

Idaho Electrical Contractors License No. _____

FAILURE TO NAME A PROPERLY LICENSED SUBCONTRACTOR IN EACH OF THE ABOVE CATEGORIES WILL RENDER THE BID UNRESPONSIVE AND VOID.

****INCLUDE THE FOLLOWING IF APPLICABLE****

Should the listing of subcontractors change due to selection of alternates or other similar circumstances, attach explanation.

Bidder warrants that bid has been prepared and that any contract resulting from acceptance of this bid is subject to the Fixed Price Construction Contract.

The undersigned notifies that it is of this date duly licensed as an Idaho Public Works Contractor and further that it possesses Idaho Public Works Contractor's License No. _____, and is domiciled in the State of _____.

The undersigned notifies that it is of this date duly licensed as an Idaho Public Works Contractor and further that it possesses Idaho Public Works Contractor's License No. _____, or that it and its subcontractors shall have secured a Public Works Contractor's License at or prior to award and execution of the Contract for construction and is domiciled in the State of _____.

Dated this _____ day of _____, 20__.

Respectfully submitted by:

Contractor's Name- Typed

Street or PO Address

City, State and zip code

Authorized Signature

Title

Telephone Number

Email Address

Have you remembered to include bid security (bid bond or a certified or cashier's check), Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace and a signed copy of the Bidder's Acknowledgment Statement with your bid?

CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF _____

:SS

COUNTY OF _____

Pursuant to the Section 72-1717, Idaho Code, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Section 72-1717, Idaho Code; that _____ provides a drug-free Workplace program that complies with the provisions of Title 72, Chapter 17, Idaho Code, and will maintain such program throughout the life of a state construction contract; and that _____ shall subcontract Work only to subcontractors meeting the requirements of Section 72-1717(1)(a), Idaho Code.

FAILURE TO EXECUTE THIS AFFIDAVIT AND SUBMIT IT ALONG WITH YOUR BID SHALL MAKE YOUR BID NON-RESPONSIVE.

Name of Contractor

Address or PO address

City, State, zip code

Signature

Title

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

(SEAL)

NOTARY PUBLIC

Residing at: _____

Commission expires: _____

BIDDER'S ACKNOWLEDGMENT STATEMENT

NOTE: THE INFORMATION CONTAINED HEREIN IS A SUMMARY OF VITAL CONTRACT PROVISIONS AND DOES NOT CHANGE THE CONTRACT DOCUMENTS THAT WILL GOVERN THIS PROJECT.

Division of Public Works Project No 21101; College of Southern Idaho, Upgrade Windows/Doors Shields Building. By submitting a bid for this Project, the undersigned bidder agrees that, if awarded the Contract for construction, Contractor will conform to all conditions and requirements of the Contract, including but not limited to:

- Contractor agrees to comply with conditions pertaining to Sections 44-1001 and 44-1002, Idaho Code, requiring the employment of ninety-five percent (95%) bona fide Idaho residents and providing for a preference in the employment of bona fide Idaho residents and regarding the employment of persons not authorized to Work in the United States.
- Contractor will substantially complete the Work within the time stated in the Contract Documents, or as modified by Change Order(s).
- If the Contractor fails to substantially complete the Project within the time stated in the Contract Documents, or as modified by Change Order, the Contractor agrees that the Owner may deduct from the Contract amount liquidated damages in the amount per calendar day, indicated in the Contract Documents, times the number of calendar days until the Project is Substantially Complete, as defined in the Contract Documents and as determined by the Design Professional.
- The Contractor agrees that the amount allowed for overhead and profit on any Change Order is limited to the amounts indicated in subparagraph 16.3.(k) of the Fixed Price Construction Contract Between Owner and Contractor.
 1. For total changes the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier combined shall not exceed fifteen percent (15%) of direct costs; or
 2. The Contractor will determine the amount of overhead and profit to be apportioned between the Contractor and its subcontractor of allowable amounts of overhead, profit, bonds and insurance.
- The Contractor agrees that Change Orders are governed by the Fixed Price Construction Contract Between Owner and Contractor General Conditions of the Contract for Construction including as follows:
 1. By the execution of a Change Order, the Contractor agrees and acknowledges that it has had sufficient time and opportunity to examine the change in Work which is the subject of the Change Order and that it has undertaken all reasonable efforts to discover and disclose any concealed or

unknown conditions which may, to any extent, affect the Contractor's ability to perform in accordance with the Change Order. Aside from those matters specifically set forth in the Change Order, the Owner shall not be obligated to make any adjustments to either the Contract Sum or Contract Time by reason of any conditions affecting the change in Work addressed by the Change Order that could have reasonably been discovered or disclosed by the Contractor's examination.

2. Any Change Order fully executed by the Owner, Contractor and Design Professional, including but not limited to, a Change Order arising by reason of the parties' mutual agreement or by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the Work, including but not limited to, all direct and consequential costs associated with such change and any and all adjustments to the Contract Price and Contract Time. In the event a Change Order increases the Contract Price, the Contractor shall include the Work covered by such Change Order in the Application for Payment as if such Work was originally part of the Project and Contract Documents.

- Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.
- Ownership or Operation by China. Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.

FAILURE TO EXECUTE THIS ACKNOWLEDGMENT MAY MAKE YOUR BID NON-RESPONSIVE.

I, _____, being duly authorized to bind
the (type or print name of individual)
bidder, _____, does hereby certify that I have fully read
(type or print name of company)
and understand this document and that it highlights certain parts of the Contract that will be entered
between the parties and that will govern this Project.

Authorized Signature: _____

Title: _____

Date: _____

END OF BIDDER'S ACKNOWLEDGMENT STATEMENT

**DIVISION OF PUBLIC WORKS
FIXED PRICE CONSTRUCTION CONTRACT
BETWEEN OWNER AND CONTRACTOR**

DPW PROJECT NO.: 21101
PROJECT NAME PER DPW: Upgrade Windows/Doors Shields Building
NAME OF STATE AGENCY: College of Southern Idaho
PROJECT LOCATION: 315 Falls Avenue Twin Falls, Idaho 83301

TABLE OF CONTENTS

ARTICLES:

1	CONTRACT DOCUMENTS
2	REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR
3	INTENT AND INTERPRETATION
4	OWNERSHIP OF DOCUMENTS
5	CONTRACTOR'S PERFORMANCE
6	TIME FOR CONTRACTOR'S PERFORMANCE
7	FIXED PRICE AND CONTRACT PAYMENTS
8	INFORMATION AND MATERIAL SUPPLIED BY THE OWNER
9	STOP WORK ORDER
10	DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR
11	SAVE HARMLESS AND INDEMNIFICATION
12	THE DESIGN PROFESSIONAL
13	OWNER'S NOTIFICATION TO CONTRACTOR OF NON-CONFORMING WORK
14	CONTRACTOR'S OBJECTIONS
15	SUBCONTRACTORS
16	CHANGES IN THE WORK
17	DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK
18	TERMINATION BY THE CONTRACTOR
19	OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE
20	TERMINATION BY THE OWNER
21	CONTRACTOR'S LIABILITY INSURANCE
22	BUILDER'S RISK INSURANCE
23	SOVEREIGN IMMUNITY
24	PERFORMANCE AND PAYMENT BONDS
25	PROJECT RECORDS
26	MISCELLANEOUS PROVISIONS
27	EQUAL OPPORTUNITY
28	SUCCESSORS AND ASSIGNS
29	SEVERABILITY
30	MEDIATION
31	WAIVER OF CONSEQUENTIAL DAMAGES

EXHIBITS:

A	OWNER'S PROJECT IDENTIFICATION, ADDENDA, CONTRACT AMOUNT, CONTRACT TIME, ACCEPTED ALTERNATES, LIQUIDATED DAMAGES AND SPECIAL CONDITIONS (IF ANY)
B	ADDRESSES AND REPRESENTATIVES (INCLUDING LIMITATIONS)
C	LIST OF DRAWINGS AND SPECIFICATIONS
D	CONTRACTOR'S AFFIDAVIT CONCERNING TAXES
E	NAMED SUBCONTRACTORS
F	NOTICE TO PROCEED
G	CONTRACTOR'S REQUEST FOR TAX RELEASE
H	RELEASE OF CLAIMS
I	CONDITIONS PRECEDENT TO FINAL PAYMENT
J	TRAINING CONFIRMATION SIGN IN SHEET
K	PROJECT FINALIZATION AND START-UP

FIXED PRICE CONSTRUCTION CONTRACT
BETWEEN OWNER AND CONTRACTOR

THIS FIXED PRICE CONSTRUCTION CONTRACT BETWEEN OWNER AND CONTRACTOR (the "Contract") is by and between the State of Idaho, Department of Administration, Division of Public Works ("DPW" or the "Owner") and (insert name of contractor) (the "Contractor") and is for the construction of the project (the "Project") identified as DPW Project No. [21101], as more fully described in Exhibit A, and incorporated herein by reference. This Contract shall be effective on _____ (day) of _____ (month), 20__ (year), when executed by both parties.

In consideration of the mutual promises, covenants, and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Owner and the Contractor agree:

ARTICLE 1
CONTRACT DOCUMENTS

- 1.1 The Contract Documents consist of this Contract, the drawings and specifications for the Project (the "Drawings and Specifications") identified in Exhibit C and any Addenda thereto issued prior to execution of this Contract, written amendments signed by both the Owner and the Contractor, Change Orders signed by both the Owner and the Contractor, Construction Change Directives and any written orders by the Design Professional for minor changes in the Work (the "Contract Documents"). Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of the Contract Documents.
- 1.2 The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

To induce the Owner to execute this Contract and recognizing that the Owner is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the Owner:

- 2.1 The Contractor is fully qualified to act as the Contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the Contractor for, and to construct, the Project.
- 2.2 The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated particularly in correlation to the requirements of the Contract.
- 2.3 The Contractor has received, reviewed, compared, studied, and carefully examined all of the documents which make up the Contract Documents, including the Drawings and Specifications, and any Addenda, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction. Such review, comparison, study and examination shall

be a warranty that the Contractor believes that the documents are complete and the Project is buildable as described except as reported.

- 2.4 The Contractor warrants that the Contract Time is a reasonable period for performing the Work.
- 2.5 The Contractor warrants to the Owner and Design Professional that all labor furnished on this Project shall be competent to perform the tasks undertaken; materials and equipment furnished under the Contract will be new and of high quality unless otherwise required or permitted by the Contract Documents; that the Work will be complete, of high quality and free from defects not inherent in the quality required or permitted; and that the Work will strictly conform to the requirements of the Contract Documents. Any Work not strictly conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse by Owner or its representatives, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall survive the completion of the Contract and final payment to the Contractor.
- 2.6 Required Certifications.
- 2.6.1 **Certification Concerning Boycott of Israel.** Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.
- 2.6.2 **Ownership or Operation by China.** Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.
- 2.7 The Contractor acknowledges that the Owner leases the real property and facilities to be improved in this Project from the Idaho State Building Authority ("ISBA"), an independent public body corporate and politic. The Contractor agrees that its obligations to the Owner extend similarly to the ISBA, including its obligation to indemnify and defend, to provide insurance certificates and to name the ISBA as an additional insured or loss payee, as applicable.

ARTICLE 3

INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Contract, the Owner and the Contractor agree as follows:

- 3.1 This Contract constitutes the entire and exclusive agreement between the parties with reference to the Project, and supersedes any and all prior discussions, communications, representations, understandings, negotiations or agreements. This Contract also supersedes any bid documents.
- 3.2 The intent of the Contract is to include all items necessary for the proper execution and completion of the Project and anything that may be required, implied or inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Fixed Price

Contract Amount. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

- 3.3** Nothing contained in this Contract shall create, nor be interpreted to create privity or any other relationship whatsoever between the Owner and any person or entity except the Contractor; provided; however, that the Design Professional is entitled to performance and enforcement of obligations under the Contract intended or necessary to facilitate its duties. Any reference to the Owner, the Contractor, or the Design Professional shall be deemed to include authorized representatives.
- 3.4** When a word, term or phrase is used in this Contract, it shall be interpreted or construed first as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
- 3.5** The words "include," "includes," or "including," as used in this Contract, shall be deemed to be followed by the phrase "without limitation."
- 3.6** The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.
- 3.7** The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract, shop drawings and other submittals, and shall give timely written notice to the Owner and the Design Professional of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected Work.
- 3.8** The express or implied approval by the Owner or the Design Professional of any shop drawings or other submittals shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested that the Design Professional prepare documents for the Project, including the Drawings and Specifications for the Project Work, which are accurate, adequate, consistent, coordinated, and sufficient for construction. *HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.* The Contractor again hereby acknowledges and represents that it has received, reviewed, and carefully examined such documents; has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction; and that the Contractor has not, does not and will not rely upon any representations or warranties by the Owner concerning such documents, as no such representations or warranties have been or are hereby made.
- 3.9** In the event of any conflict among any of the documents which make up this Contract, the Design Professional shall interpret the documents, and the interpretation shall be binding on both the Owner and Contractor; provided, however, that this does not change the Owner's right to make decisions regarding Claims in accordance with Article 13 and Article 14. If no interpretation is provided by the Design Professional, the most stringent requirement in the Contract Documents will apply.

ARTICLE 4
OWNERSHIP OF DOCUMENTS

- 4.1** Unless otherwise agreed by the Design Professional and its consultants, the party that prepared the drawings, specifications and other documents is the author of such with all copyright, common law, statutory and other reserved rights. The Contractor may retain one (1) record set of the Drawings and Specifications and other documents but shall not own or claim any copyright in them.

The Drawings and Specifications and other documents, and any copies, are to be used solely for this project (the "Project"), and not on any other project, or additions to this Project outside this Contract, without written consent of the Owner, the Design Professional, and the Design Professional's consultants; provided, however, that copies may be made of applicable portions as necessary for completion of the Work. Such copies shall include any copyright notice on the Drawings and Specifications and other documents.

Submission to or use by a regulatory body related to this Project is an acceptable use.

ARTICLE 5
CONTRACTOR'S PERFORMANCE

The Contractor shall perform all the Work required, implied or reasonably inferable from this Contract, including the following:

- 5.1** Construction of the Project.
- 5.2** The furnishing of any required surety bonds and insurance.
- 5.3** The provision or furnishing, and prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, or other utilities required for construction and all necessary permits, including any required elevator permits, required for the construction of the Project. Construction projects for the State of Idaho require a building permit issued by the Division of Building Safety.
- 5.4** The creation and submission of a detailed and comprehensive set of marked up blue or black-lined record drawings. Said record drawings shall be submitted to and approved by the Design Professional as a condition precedent to final payment to the Contractor.
- 5.5** The Contractor is solely liable for theft or damage of materials and equipment stored on the Worksite but not yet installed in the facility. The Contractor shall protect and replace any loss of materials due to theft or damage, until final acceptance of the Project.

ARTICLE 6
TIME FOR CONTRACTOR'S PERFORMANCE

- 6.1** The Contractor shall commence the performance of this Contract in accordance with the "Notice to Proceed" (Exhibit F) issued by the Owner and shall diligently continue its performance to and until final completion of the Project. The Contractor shall accomplish Substantial Completion of the

Project on or before the time indicated in Exhibit A. The period of time, including any adjustments made under this Contract, for the Contractor to reach Substantial Completion is the "Contract Time."

- 6.2** The Contractor may be assessed by and be responsible to the Owner for the amount indicated in Exhibit A per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth for Substantial Completion. Any sums owed hereunder by the Contractor shall be payable not as a penalty but as liquidated damages, representing an estimate of delay damages likely to be sustained by the Owner estimated at the time of this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. The Owner's right to liquidated damages is not, and shall not be deemed to be, an exclusive remedy for delay and the Owner shall retain all remedies at law or in equity for delay or other breach.
- 6.3** The term "Substantial Completion," as used herein, shall mean that point at which, as certified in writing by the Design Professional, or if there is no Design Professional, as certified by the Owner, the entire Project is at a level of completion in strict compliance with the Contract Documents, such that the Owner or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects for its intended purpose. If, in the reasonable determination of the Owner, receipt of operation and maintenance manuals or completion of training is necessary for such beneficial use or occupancy, then there shall be no Substantial Completion until such manuals are provided or such training is completed. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, or accepted as substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion. The Project shall not be deemed accepted until it is finally complete.
- 6.5** Any request by the Contractor for an extension of the Contract Time must be made in accordance with, and is subject to, Article 13 and Article 14 related to Claims.
- 6.6** The Owner shall have no liability of any kind to the Contractor if a schedule or other document submitted by the Contractor shows an intention to complete the Work prior to the scheduled completion date and for any reason other than Owner caused delay, the Contractor is not able to achieve such early completion.

ARTICLE 7

FIXED PRICE AND CONTRACT PAYMENTS

- 7.1** The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder, the Fixed Price Contract Amount indicated in Exhibit A. The Fixed Price Contract Amount shall not be modified except as provided in this Contract.
- 7.2** Prior to approval of the contract, the Contractor shall prepare and present to the Owner and the Design Professional the Contractor's Schedule of Values apportioning the Fixed Price Contract Amount among the different elements of the Project for purposes of periodic and final payment. The Contractor's Schedule of Values shall be presented in the Owner's web-based construction

management software. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Contractor's Schedule of Values will be utilized for the Contractor's requests for payment but shall only be so utilized after it has been approved in writing by the Design Professional.

7.3 The Owner shall pay the Fixed Price Contract Amount to the Contractor in accordance with the procedures set forth in this Article. The Contractor shall submit a Contractor's Request for Payment, on or before the day of each month indicated in Exhibit A or otherwise agreed to, after commencement of performance, but no more frequently than once monthly. Said payment request shall be made in the Owner's web-based construction management software and shall include whatever supporting information as may be required by the Design Professional, the Owner or both. Therein, the Contractor may request payment for one hundred percent (100%) of the Work satisfactorily completed to the date of the Contractor's Request for Payment, less five percent (5%) retainage, based on the Fixed Price Contract Amount allocated on the Schedule of Values. The Contractor's Request for Payment may include only: properly provided labor, materials or equipment properly incorporated into the Project, and time and materials or equipment necessary for the Project or that will be incorporated into the Project and are properly stored at the Project site (or elsewhere if off-site storage is approved in writing by the Owner). The Contractor's Request for Payment must exclude the total amount of previous payments received from the Owner. Any payment on account of stored materials or equipment will be subject to the Contractor providing written proof that the Owner has title to such materials or equipment and that they are fully insured against loss or damage. Each such Contractor's Request for Payment shall be signed by the Contractor and its submission shall constitute the Contractor's affirmative representation that the quantity of Work has reached the level for which payment is requested; that the Work has been properly installed or performed in strict compliance with the Contract; that all Work for which the Owner has previously paid is free and clear of any lien, claim or other encumbrance of any person whatsoever; and that the Contractor knows of no reason why payment should not be made as requested. As a condition precedent to payment, the Contractor shall, if required by the Owner, furnish to the Owner properly executed waivers or releases, in a form acceptable to the Owner, from all subcontractors, materialmen, suppliers or others having any claims or alleged claims, wherein said subcontractors, materialmen, suppliers or others shall acknowledge receipt of all sums due pursuant to all prior Contractor's Requests for Payment, and waive and relinquish any rights or other claims relating to the Project or Project site. The submission by the Contractor of the Contractor's Request for Payment also constitutes the Contractor's affirmative representation that, upon payment of the Contractor's Request for Payment submitted, title to all Work included in such payment shall be vested in the Owner.

Thereafter, the Design Professional shall review the Contractor's Request for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work are as represented in the Contractor's Request for Payment and as required by this Contract. The Design Professional shall approve in writing the amount which, in the opinion of the Design Professional, is properly owing to the Contractor and such approval is required before the Owner shall have any payment obligation. The Design Professional may withhold such approval, in whole or in part, as necessary to protect the Owner if it reasonably believes that the quantity or quality of the Work is not as represented in the Contractor's Request for Payment or is not in strict conformance to the Contract Documents.

- 7.4** The Owner shall make payment to the Contractor no more than forty-five (45) days following receipt by the Owner of the Design Professional's written approval of each Contractor's Request for Payment. The amount of each such payment shall be the amount approved for payment by the Design Professional less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Design Professional's approval of the Contractor's Request for Payment shall not preclude the Owner from the exercise of any of its rights it may have in this Contract, at law or in equity, as set forth in Paragraph 7.8 hereinafter.
- 7.5** Off-site storage will not be approved at locations more than thirty (30) miles from the Project site or outside the State of Idaho and any payment for any off-site storage is subject to the following:
- (a) The Contractor must provide at least thirty (30) days' advance written notice of its request to store off-site. Such notice must include a description of the type, quantities, locations, and values of materials involved for the next billing cycle. All invoices must indicate the type, quantities and value of materials or equipment for which payment is requested;
 - (b) All materials stored off-site must be segregated and clearly marked with the DPW Project number and as being the "Property of the State of Idaho;"
 - (c) The Design Professional and/or the Owner's Field Representative must have unrestricted access to the stored materials during all business hours and may physically inventory all invoiced materials and equipment and may physically inspect the storage conditions;
 - (d) The Contractor must provide written Consent of Surety to off-site storage of materials and equipment and to payment for such materials and equipment prior to incorporation in the Work. Consent must be from the Surety. Consent of local broker or agent is not acceptable;
 - (e) The Contractor must maintain and must provide to the Design Professional, upon request, a current log of stored materials and equipment, which reflects when materials and equipment are used or added; and
 - (f) The Contractor must obtain and maintain all risk property insurance at replacement cost, with the State of Idaho listed as loss payee on all materials and equipment stored off-site and in transit.
- 7.6** When payment is received from the Owner, the Contractor shall immediately pay all subcontractors, materialmen, laborer, and suppliers the amounts they are due for the Work covered by such payment. The Contractor shall not withhold from a subcontractor or supplier more than the percentage withheld from a payment certificate for the subcontractor's or supplier's portion of the Work. In the event the Owner becomes informed that the Contractor has not paid a subcontractor, materialmen, laborer, or supplier as provided herein, the Owner shall have the right, but not the duty, to issue future checks and payment to the Contractor of amounts otherwise due hereunder naming the Contractor and any such subcontractor, materialmen, laborer or supplier as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

- 7.7 Payment to the Contractor, utilization of the Project for any purpose by the Owner, or any other act or omission by the Owner shall not be interpreted or construed as an acceptance of any Work of the Contractor not strictly in compliance with this Contract.
- 7.8 The Owner shall have and be entitled to the right to refuse to make any payment, including by reducing payment under any Contractor's Request for Payment, and, if necessary, may demand the return of a portion or all of an amount previously paid to the Contractor for reasons that include the following:
- (a) The quality of the Contractor's Work, in whole or part, is not in strict accordance with the requirements of this Contract or identified defective Work, including punch list Work, is not remedied as required by the Contract Documents;
 - (b) The quantity of the Contractor's Work, in whole or in part, is not as represented in the Contractor's Request for Payment or otherwise;
 - (c) The Contractor's rate of progress is such that, in the Owner's opinion, Substantial Completion or final completion, or both, may be inexcusably delayed or that the Owner will incur additional costs or expense related to repeated Substantial Completion or final completion inspections through no fault of the Owner;
 - (d) The Owner reasonably believes that the Contractor has failed to use Contract funds, previously paid the Contractor by the Owner, to pay Contractor's project-related obligations, including subcontractors, laborers and material and equipment suppliers;
 - (e) There are claims made or it seems reasonably likely that claims will be made, against the Owner;
 - (f) The Contractor has caused a loss or damage to the Owner, the Design Professional or another contractor;
 - (g) The Owner reasonably believes that the Project cannot be completed for the unpaid balance of the Fixed Price Contract Amount, or the Owner reasonably believes that the Project cannot be completed within the Contract Time and that the unpaid balance of the Fixed Price Contract Amount would be inadequate to cover the cost of actual or liquidated damages for the anticipated delay;
 - (h) The Contractor fails or refuses to perform any of its obligations to the Owner; or
 - (i) The Contractor fails to pay taxes as required by Title 63, Chapter 15, Idaho Code.
- 7.9 In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in Paragraph 7.8, the Contractor shall promptly comply with such demand.
- 7.10 If the Owner, without cause, fails to pay the Contractor any amounts due and payable sixty (60) days after those amounts are due pursuant to Paragraph 7.4, the Contractor shall have the right to cease the Work until receipt of proper payment. Contractor must first provide written notice to the Owner of the Contractor's intent to cease the Work ten (10) days prior to stopping the Work under this Paragraph. If any amounts remain unpaid after sixty (60) days after the Design Professional

approves the Contractor's Request for Payment under Paragraph 7.4, interest in accordance with Idaho Code § 67-2302.

- 7.11** When Contractor considers Substantial Completion has been achieved, the Contractor shall notify the Owner and the Design Professional in writing and shall furnish to the Design Professional a listing of those matters yet to be finished. The Design Professional will thereupon conduct an inspection to confirm that the Work is, in fact, substantially complete. Upon its confirmation that the Contractor's Work is substantially complete, the Design Professional will so notify the Owner and Contractor in writing and will therein set forth the date of Substantial Completion. The Owner and the Contractor must accept the date of Substantial Completion in writing. Guarantees and warranties required by this Contract shall commence on the date of Substantial Completion. At the Contractor's Request for Payment following Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to ninety-five percent (95%) of the Fixed Price Contract Amount, less any liquidated damages, less the reasonable costs as determined by the Design Professional for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling any outstanding or potential claims. If the Design Professional determines that the Contractor has made or is making satisfactory progress on any uncompleted portions of the Work, the Owner may, at its discretion, release a portion of the retainage to the Contractor prior to the actual final completion of the conditions set forth in Paragraph 7.14. It is the intent of the parties that the Project will be accepted only in total (at Substantial Completion and final completion) and not in phases unless provided for in Exhibit A. Any acceptance other than in total shall require written agreement of Owner and Design Professional.
- 7.12** When Contractor considers the Project is at final completion, it shall notify the Owner and the Design Professional thereof in writing. Thereupon, the Design Professional will perform a final inspection of the Project. If the Design Professional confirms that the Project is complete in full accordance with the Contract Documents and that the Contractor has performed all of its obligations to the Owner, the Design Professional will furnish a final approval for payment to the Owner certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Fixed Price Contract Amount, less any amount withheld pursuant to this Contract.
- 7.13** If the Contractor fails to achieve final completion within a reasonable number of days as established by the Design Professional from the date of Substantial Completion, the Contractor may be assessed and be responsible to the Owner for fifty percent (50%) of the daily amount of liquidated damages as established pursuant to Paragraph 6.2 and Exhibit A, per day for each and every calendar day of unexcused delay in achieving final completion beyond the date established for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable not as a penalty but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner may withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. The Owner's right to liquidated damages is not, and shall not be deemed to be, an exclusive remedy for delay and the Owner shall retain all remedies at law or in equity for delay or other breach.

- 7.14** As a condition precedent to final payment, the Contractor must furnish the Owner, in the form and manner required by Owner, and with a copy to the Design Professional of the following:
- (a) An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or material suppliers or other third parties in connection with the Project have been paid or otherwise satisfied;
 - (b) A release by the Contractor of all Claims it has or might have against the Owner or the Owner's property (DPW's form, Exhibit H);
 - (c) Contractor's Affidavit of Debts and Claims (AIA Document G706);
 - (d) Consent of Surety to final payment (AIA Document G707);
 - (e) Confirmation of all required training, product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of the Contractor; and
 - (f) A Public Works Contract Tax Release issued by the Idaho Tax Commission (See "Request for Tax Release" form, Exhibit G, to be submitted by Contractor to the Idaho Tax Commission).
- 7.15** The Owner shall, subject to its rights set forth in this Contract, make final payment of all sums due the Contractor within thirty (30) days of the Design Professional's execution of a final approval for payment and receipt of documentation required by Paragraph 7.13, whichever is received later.

ARTICLE 8

INFORMATION AND MATERIAL SUPPLIED BY THE OWNER

- 8.1** The Administrator of DPW or designee shall be the sole representative of the State of Idaho. The Design Professional shall have authority to bind Owner only as specifically set forth in this Contract.
- 8.2** The Owner will assign a Project Manager and a Field Representative to represent the Owner, identified in Exhibit B. The Owner's Field Representative's duties, responsibilities and limitations of authority are in accordance with DPW's policies and procedures.
- 8.3** The Owner shall furnish to the Contractor, prior to the execution of this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only to make complete disclosure of such material as being in the possession of the Owner and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy, either in whole in part, implicitly or explicitly.
- 8.4** The Owner will secure and pay for all required easements, the plan check fee required by the Division of Building Safety, conditional use permits and any other permits and fees specifically indicated in the Contract Documents to be secured and paid for by the Owner.

- 8.5 The Owner will provide the Contractor one (1) copy of this complete Contract and the number of sets of Drawings and Project Manuals (including Specifications) as indicated in Exhibit A. The Contractor may purchase additional copies, at its expense, from the Design Professional.

ARTICLE 9
STOP WORK ORDER

- 9.1 In the event the Contractor fails or refuses to perform the Work as required or fails or refuses to correct nonconforming Work, the Owner may instruct the Contractor to stop Work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately stop as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected, no longer exists or the Owner instructs that the Work may resume. In the event the Owner issues such instructions to stop, and in the further event that the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Owner that the cause of such instructions will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the Work with its own forces or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such Work by the Owner. Without limiting what else might constitute nonconforming Work, the existence of a gross safety violation or other situation or condition that creates, or could imminently create, a threat of serious harm to persons or property, shall constitute nonconforming Work and any order to stop the Work issued for such reason shall not be considered an interference with the Contractor's performance of the Work or its means and methods. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Contractor.
- 9.2 Any order to stop the Work issued pursuant to Paragraph 9.1 shall not be used to justify any Claim by the Contractor for additional time or money.

ARTICLE 10
DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Contract, the Contractor shall have and perform the following duties, obligations and responsibilities to the Owner:

- 10.1 The Contractor's continuing duties set forth in Paragraph 3.7 are by reference hereby incorporated in this Paragraph 10.1. The Contractor shall not perform Work without adequate plans and specifications or, as appropriate, approved shop drawings or other submittals. If the Contractor performs Work knowing or believing it involves an error, inconsistency, or omission in the Contract without first providing written notice to the Design Professional and Owner, the Contractor shall be responsible for such Work and shall pay the cost of correcting same.
- 10.2 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing Work. Errors, inconsistencies, or omissions discovered shall be reported to the Design Professional, the Owner and the Owner's Field Representative immediately. Such examination, review and comparison shall be a warranty that the Contract Documents are complete, and the Project is buildable as described except as reported. Reported

errors, inconsistencies or omissions will constitute a request for an interpretation by the Design Professional and may constitute a claim pursuant to Article 13 hereof where appropriate.

- 10.3** The Contractor shall ensure that all Work shall strictly conform to the requirements of this Contract.
- 10.4** The Work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.
- 10.5** All labor furnished on this Project shall be competent to perform the tasks undertaken; materials and equipment furnished under the Contract will be new and of high quality unless otherwise required or permitted by the Contract Documents; the Work will be complete, of high quality and free from defects not inherent in the quality required or permitted; and the Work will strictly conform to the requirements of the Contract Documents. Any Work not strictly conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.
- 10.6** Except as provided in Paragraph 8.4, the Contractor shall secure or provide and pay for all licenses, permits required by the Idaho Division of Building Safety, governmental approvals and inspections, connections for outside services for the use of municipal or private property for storage of materials, parking, utility services, temporary obstructions, enclosures or opening and patching of streets, and for all other facilities and services necessary for proper execution and completion of the Project.
- 10.7** The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work.
- 10.8** The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Key supervisory personnel assigned by the Contractor to this Project are as listed in Exhibit B.
- 10.9** The Contractor shall employ a competent superintendent and necessary assistants, as needed, to oversee execution of the Work. The superintendent shall be in attendance at the Project site during the progress of the Work. The superintendent and any project manager, if the Contractor utilizes a project manager, shall be reviewed and must be approved by the Design Professional and Owner, and neither shall be changed except with the consent of the Design Professional and Owner, unless the superintendent and/or project manager cease to be employed by the Contractor. Under this circumstance, any new superintendent or new project manager must be satisfactory to the Design Professional and Owner. Such approval shall not be unreasonably withheld. The superintendent and any project manager shall represent the Contractor and all communications given to the superintendent or project manager are deemed given to the Contractor.
- 10.10** So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed in Paragraph 10.9 subsequently assumes one or more of those functions listed in Paragraph 10.9, the Contractor shall be bound by the provisions of this paragraph as though such individuals had been listed in Paragraph 10.9.
- 10.11** The Contractor shall provide to the Owner and the Design Professional a milestone schedule for completing the Work within the Contract Time. Such schedule shall be in a form specified in Division 1 of the Specifications and be acceptable to the Owner and to the Design Professional. The schedule must be submitted to and accepted by the Design Professional prior to the first request for payment unless required earlier by Division 1 of the Specifications. The Contractor's milestone

schedule must be updated as required by the Design Professional and/or the Owner to reflect conditions encountered and shall apply to the total Project. The Contractor's revisions to the schedule shall not constitute a waiver of the requirement to complete the Project in the time allowed by the Contract unless additional time for performance has been allowed pursuant to a Change Order. Any changes in milestone begin or end dates must be furnished to the Owner and the Design Professional. Strict compliance with the requirements of this Paragraph shall be a condition precedent to the payment to the Contractor and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract.

- 10.12** Unless otherwise provided in the Contract Documents, on all projects where the Fixed Price Contract Amount is over \$1,000,000, the Contractor shall schedule and perform the Work in accordance with a Critical Path Method (“CPM”) to indicate the rate of progress and practical order of the Project. The purpose of this scheduling requirement is to assure adequate planning, coordination, and execution of the Work. The schedule shall indicate the dates for starting and completing major Work activities, project events, major equipment, material and equipment submittals and delivery of major items. Project activities having critical time restraints on action, required by the Owner, shall be shown as scheduled milestones. The Contractor's schedule shall demonstrate the order, interdependence, and sequence of activities. Critical paths shall be highlighted or distinguished. The schedule shall include all the dates specified in the Contract for Substantial Completion and final completion of the Work. The time limit set forth in the Contract for Substantial Completion and final completion must govern; the schedule must be adjusted to meet these dates. Schedule float shall belong to the Project. The Contractor shall submit to the Owner and Design Professional a CPM schedule within three (3) weeks after award of the Contract and maintain such schedule on a current basis in accordance with the Contract Documents.
- 10.13** Once a month, or at intervals as required by the Design Professional, the Contractor shall advise the Owner and the Design Professional of the status of the Work (in duplicate) on the current milestone schedule. If any project milestone dates are not met on schedule, the Contractor shall immediately advise the Owner and Design Professional in writing of the proposed action to bring the Work on schedule. The Contractor shall also submit a detailed short-term schedule, as required by Division 1 of the Specifications, each month. This short-term schedule shall include a description of current and anticipated problem areas, delaying factors and their impact, and explanation of corrective action taken or proposed. If the Work is behind schedule, the Contractor shall indicate what measures it will take to put the Work back on schedule.
- 10.14** If the Work is not progressing through no fault of the Owner or the Design Professional, as shown on the milestone schedule, as determined by the Design Professional, and the Owner and the Design Professional do not believe the Contractor's proposed action to bring the Work on schedule is adequate, then the Contractor shall be deemed in default under this Contract and the progress of the Work shall be deemed unsatisfactory. In such event, the Owner, at its discretion, may require the Contractor to Work such additional time over regular hours, including Saturdays, Sundays, and holidays, without additional cost to the Owner to bring the Work on schedule.
- 10.15** The Contractor shall keep an updated copy of the Drawings and Project Manual (including Specifications) and Addenda at the site. Additionally, the Contractor shall keep a current submittal schedule and a copy of approved shop drawings and other submittals. All these items shall be available to the Owner and the Design Professional at all regular business hours. Upon final

completion of the Work, all these items must be updated by the Contractor and provided to the Design Professional and shall become the property of the Owner.

- 10.16** The Contractor shall carefully review and inspect for compliance with the Contract Documents, the shop drawings, and other submittals (including product data and samples) required by the Contract Documents and shall submit to the Design Professional only submittals approved in accordance with this section. Such review and submittal shall be done promptly and in a sequence that will not delay its Work under this Contract or the activities of the Owner or of separate contractors. Shop drawings and other submittals from the Contractor do not constitute a part of the Contract. The Contractor shall not do any Work requiring shop drawings or other submittals unless the Design Professional has verified compliance in writing. All Work requiring verified shop drawings or other submittals shall be done in strict compliance with such approved documents. However, verification of compliance by the Design Professional shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract. The Design Professional shall have no duty to review submittals that are not Contractor approved, partial submittals or incomplete submittals. The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any re-submittal, the date of any approval or rejection and the reason for any rejection.
- 10.17** The Contractor shall maintain the Project site in a reasonably clean condition during performance of the Work. Upon final completion, the Contractor shall thoroughly clean the Project site of all debris, trash and excess materials or equipment.
- 10.18** At all times relevant to this Contract, the Owner and the Design Professional shall have a right to enter the Project site and the Contractor shall allow the Owner and/or the Design Professional to review or inspect the Work without formality or other procedure.
- 10.19** The presence or duties of the Design Professional's or the Owner's personnel or representatives at the construction site, does not make any of them responsible for those duties that belong to the Contractor or other entities and does not relieve the Contractor or any other entities of their obligations, duties, and responsibilities, including any obligation or requirement to have or to implement any health or safety plans or precautions. Except as provided in Paragraph 10.9, Design Professional's and Owner's personnel have no authority to exercise any control over any Contractor or other entities or their employees in connection with their Work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the Contractor or other entities or any other persons at the site except their own personnel. The presence of Design Professional's or Owner's personnel at a construction site is for the purpose of providing to Owner a greater degree of confidence that the completed Work will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor. Construction sites include places of manufacture for materials incorporated into the construction Work and Contractor includes manufacturers of materials incorporated into the construction Work.

ARTICLE 11

SAVE HARMLESS AND INDEMNIFICATION

- 11.1** The Contractor shall indemnify, defend and hold harmless the State of Idaho, Division of Public Works, its officers, agents, employees, and the Idaho State Building Authority [if applicable], from and against all liability, claims, damages, losses, expenses, actions, settlements, attorneys' fees, and

suits whatsoever caused by, arising out of, or in connection with Contractor's acts or omissions under this Agreement or the Contractor's failure to comply with any State or federal statute, law, regulation, or rule.

- 11.2** Upon receipt of the State's tender of indemnity and defense, Contractor shall immediately take all reasonable actions necessary, including, but not limited to providing a legal defense for the State, to begin fulfilling its obligation to indemnify, defend, and save harmless the State. Contractor's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of the State under this Agreement. Contractor shall not be required to hold the State harmless for damages attributed to the State in a final order issued by a court of competent jurisdiction.
- 11.3** Any legal defense provided by the Contractor to the State under this Section must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code sections 67-1401(13) and 67-1409(1). The State must approve all settlement offers and agreements made on its behalf and has the option to attend any settlement or alternative dispute resolution proceedings.

ARTICLE 12

THE DESIGN PROFESSIONAL

- 12.1** The Design Professional for this Project is identified in Exhibit B, incorporated herein by reference, along with any authorized representatives and any limitations of responsibility. For the purpose of this Contract, the "Design Professional" means the properly licensed architect, properly registered professional engineer or other professional licensed in the State of Idaho who prepared the Drawings and Specifications for this Project. If the employment of the Design Professional is terminated, the Owner may retain a replacement professional and the role of the replacement professional shall be the same as the role of the Design Professional. Unless otherwise directed by the Owner in writing, the Design Professional will perform those duties and discharge those responsibilities allocated to the Design Professional in this Contract. The duties, obligations and responsibilities of the Design Professional shall be for contract administration and include the following:
- (a) Unless otherwise directed by the Owner in writing, the Design Professional shall not act as the Owner's agent.
 - (b) Unless otherwise directed by the Owner in writing, the Owner and the Contractor shall communicate with each other through the Design Professional.
 - (c) When requested by the Owner or Contractor in writing, the Design Professional shall within seven (7) days render written interpretations necessary for the proper execution or progress of the Work or shall provide a written explanation as to why more time is needed and provide a date by which it will be provided.
 - (d) The Design Professional shall draft proposed change authorization(s).
 - (e) The Design Professional shall review and verify compliance or respond otherwise as necessary concerning shop drawings or other submittals received from the Contractor.

- (f) The Design Professional shall be authorized to refuse to accept Work that is defective or otherwise fails to comply with the requirements of this Contract. If the Design Professional deems it appropriate, the Design Professional may, with the Owner's consent, require extra inspections or testing of the Work for compliance with the requirements of this Contract.
- (g) The Design Professional shall review the Contractor's Request for Payment and shall verify in writing those amounts which, in the opinion of the Design Professional, are properly owing to the Contractor as provided in this Contract.
- (h) The Design Professional shall, upon written request from the Contractor, perform Substantial Completion and final completion inspections contemplated by Article 6.
- (i) The Design Professional may require the Contractor to make changes which do not involve a change in the Fixed Price Construction Contract Amount or time consistent with the intent of this Contract. Such changes shall be given to the Contractor in writing under signature of the Design Professional, with a copy to the Owner, and may be in the form of a supplemental instruction.
- (j) The Design Professional shall review and evaluate Claims and take other actions related to Claims in accordance with Articles 13 and 14.
- (k) The duties, obligations and responsibilities of the Contractor under this Contract shall in no manner whatsoever be changed, altered, discharged, released, or satisfied by any duty, obligation or responsibility of the Design Professional. The Contractor is not a third-party beneficiary of any Contract by and between the Owner and the Design Professional. It is expressly acknowledged and agreed that the duties of the Contractor to the Owner are independent of, and are not diminished by, any duties of the Design Professional to the Owner.

ARTICLE 13

OWNER'S NOTIFICATION TO CONTRACTOR OF NON-CONFORMING WORK

- 13.1** The Owner, Owner's Representative, or the Design Professional shall notify the Contractor of non-conforming work, which shall include work that deviates from the Contract Documents ("Non-Conforming Work"). Non-Conforming Work shall be determined in the sole discretion of the Owner or Design Professional. The notice shall be in writing or verbally at the regular construction progress meetings as soon as reasonably practicable and documented in the minutes.
- 13.2** This section shall not limit the Owner's remedies under this Agreement.
- 13.3** Contractor shall fix Non-Conforming Work to Owner's satisfaction or the Contractor may file an Objection pursuant to the requirements in Article 14.
- 13.4** The Contractor must demonstrate to Owner, Owner's Representative or the Design Professional that Non-Conforming work has been corrected prior to covering or concealing the work.

ARTICLE 14

CONTRACTOR'S OBJECTIONS

- 14.1** For purposes of this Contract, an “Objection” means a demand by the Contractor to the Owner or Design Professional for a change in the Fixed Price Contract Amount, an extension of the Contract Time, an adjustment to or interpretation of the Contract terms, change to Contract Documents, or other relief with respect to the terms of the Contract, which demand the Contractor or Owner asserts is required or allowed under the Contract Documents and which the Contractor and the Owner, or Contractor and Design Professional have previously discussed and failed to agree upon.
- 14.2** For the Objection to be considered, it must meet the following requirements:
- (a) The Objection must be in writing;
 - (b) The Objection by the Contractor must be signed by an authorized representative of the Contractor;
 - (c) The Objection by the Contractor must be provided to the Owner and to the Design Professional;
 - (d) The Objection must be made no later than ten (10) days after the event or first appearance of the circumstance giving rise to the Objection;
 - (e) The Objection must describe in detail all known facts and circumstances that the Contractor asserts support the Objection;
 - (f) The Objection must refer to the provision(s) of the Contract Documents that the Contractor asserts support the Objection;
 - (g) The Contractor must provide all documentation or other information to substantiate the Objection; and
 - (h) The Contractor must continue its performance under this Contract pending the resolution of any Objection; provided, however, that the Contractor shall not perform any additional or changed work not otherwise authorized in accordance with the Contract Documents.
- 14.3** The failure by the Contractor to meet any of the requirements of Paragraph 13.2 shall constitute a complete waiver by the Contractor of any rights arising from or related to the Objection.
- 14.4** If the Objection is made based on concealed or unknown site conditions, the following shall apply in addition to all other provisions applicable to the Objection:
- (a) The condition must have been previously concealed and unknown or of a type not ordinarily encountered in the general geographic location of the Project and must not have been reasonably susceptible to discovery; and
 - (b) The Contractor shall notify the Design Professional and the Owner of the condition and shall not disturb the condition until the Design Professional and Owner have observed it or have waived in writing the right to observe it.
- 14.5** If the Objection by the Contractor is for an increase in the Fixed Price Contract Amount, the following shall apply in addition to all other provisions applicable to the Objection:

- (a) Any increase in the Fixed Price Contract Amount shall be strictly limited to the direct costs incurred by the Contractor and shall not include any other costs, indirect or other, including any costs for or related to lost productivity, profit, home office overhead and any other overhead, legal fees, Objection preparation, any matter previously resolved by a change order, equipment costs, costs related to the services of a project manager unless the project manager was required full time by the Owner or the Contract Documents, any costs associated with the failure to complete the Work early or in advance of the date required by the Contract Documents, it being specifically agreed to by the parties that there is no intention to have the Eichleay or other similar formula applicable to this Contract nor shall this Contract be deemed to be subject to any such formula; and
- (b) The Owner shall have no liability for, and the Fixed Price Contract Amount shall not be increased related to, any Objections of third parties, including subcontractors, unless and until the liability of the Contractor for such has been established in a court of competent jurisdiction and any such liability of the Owner shall be limited in the same manner as described in subparagraph 13.5.1.

14.6 If the Objection by the Contractor is for an extension of the Contract Time, the following shall apply in addition to all other provisions applicable to the Objection:

- (a) The Contractor has been delayed in its performance by an act or omission of the Owner and through no fault of the Contractor;
- (b) The Contractor has been delayed in its performance by unusually severe weather that could not reasonably have been anticipated or by another event not within its reasonable control;
- (c) At the time it occurs or during its occurrence, the delay will preclude completion of the Project in the time required by the Contract Documents; and
- (d) Any extension of the Contract Time shall be the Contractor's sole and exclusive remedy for any delay except a delay caused by the active interference of the Owner with the Contractor's performance which active interference continues after written notice to the Owner. The Owner's exercise of any of its rights or remedies under this Contract, including ordering changes in the Work, directing suspension, rescheduling or correction of the Work, do not constitute active interference.

14.7 If an Objection is made based on an error, inconsistency or omission in the Contract that was reasonably susceptible to discovery by the Contractor and was not reported, then that Objection shall be denied.

14.8 All Objections made in accordance with this Article 14 shall be reviewed and evaluated by the Design Professional. If the Objection is not made in strict accordance with Article 14, it shall be rejected as waived. Any failure by the Design Professional to reject the Objection for failure to meet the requirements of Article 14 is not binding on the Owner and the Owner may reject the Objection for such failure.

14.9 No later than seven (7) days from receipt of the Objection by the Design Professional, it may either:

- (a) Make a written request to the Contractor or Owner for more data to support the Objection if desired;
- (b) Attempt to facilitate resolution of the Objection through informal negotiations; or
- (c) Make a written recommendation to the Owner, with a copy to the Contractor, that the Owner reject or approve all or part of the Objection and state the reasons for the Design Professional's recommendation.

14.10 If the Design Professional requests more data from the Contractor under subparagraph 14.2.(a), the Contractor shall respond no later than seven (7) days from receipt of such request, and provide additional data, provide a date certain by which additional data will be provided, or state that it will not provide additional data. Upon receipt of data, if any, in accordance with this section, the Design Professional will complete the evaluation of the Objection. Failure to respond at all or failure to provide data by the date specified in the response to the request shall result in the Objection being evaluated based on the information in the Design Professional's possession.

14.11 In evaluating the Objection, the Design Professional may consult with the Contractor, the Owner or other persons with knowledge or expertise that may assist the Design Professional in its evaluation.

14.12 No later than fourteen (14) days after receipt by the Owner of the Design Professional's recommendation regarding the Contractor's Objection, the Owner shall, in writing, notify the Contractor and the Design Professional of its decision regarding the Objection.

14.13 The Owner's decision regarding the Contractor's Objection is binding on final between the Owner and the Contractor but is subject to mediation in accordance with this Contract. The Contractor must proceed with the Work under the terms of this Agreement and any decision made by the Owner pursuant to this Section; provided, however, that Contractor but may concurrently pursue any remedies available at law or under this Contract.

ARTICLE 15

SUBCONTRACTORS

15.1 A document in the form of Exhibit E shall be completed and submitted upon execution of this Contract and those subcontractors named therein shall match those subcontractors named in the Contractor's bid unless otherwise agreed to in writing by the Owner. Also, upon execution of this Contract by the Contractor, the Contractor shall identify to the Owner and the Design Professional, in writing, those parties intended as subcontractors on the Project not otherwise named in Exhibit E. The Owner shall, in writing, state any objections the Owner may have to one or more of such subcontractors. The Contractor shall not enter into a subcontract with an intended subcontractor with reference to whom the Owner objects. All subcontracts shall afford the Contractor rights against the subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights of Contract Termination as set forth in this Contract. All subcontractors shall, throughout the duration of this Contract, be properly licensed as Idaho Public Works Contractors.

15.2 The Contractor conditionally assigns each of its subcontracts related to the Project to the Owner. All subcontracts between the Contractor and the subcontractors shall obligate the subcontractor to such conditional assignment. Upon a Termination by the Owner for cause under Paragraph 20.1, the

Owner may accept such conditional assignment by written notification to the applicable subcontractor and to the Contractor. Such acceptance is subject to the rights of the Surety, if any, relating to the Contract.

ARTICLE 16

CHANGES IN THE WORK

16.1 General:

- (a) Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive, or order for a minor change in the Work, subject to the limitations stated in this Article and elsewhere in the Contract Documents; and
- (b) Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

16.2 Change Orders:

- (a) “Change Order” is a written instrument prepared by the Design Professional and signed by the Owner, Contractor and Design Professional, stating their agreement upon: a change in the Work, any adjustment in the Fixed Price Contract Amount and any adjustment in the Contract Time;
- (b) Methods used in determining adjustments to the Fixed Price Contract Amount may include those listed in subparagraph 16.3.(d);
- (c) The amount allowed for overhead and profit on any Change Order is limited to the amounts indicated in subparagraph 16.3.(k);
- (d) Any Change Order prepared, including those arising by reason of the parties’ mutual agreement or by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the Work, including all direct, indirect, and consequential costs associated with such change and any and all adjustments to the Fixed Price Contract Amount and Contract Time. In the event a Change Order increases the Fixed Price Contract Amount, the Contractor shall include the Work covered by such Change Order in the Contractor’s Request for Payment as if such Work were originally part of the Project and Contract Documents; and
- (e) By the execution of a Change Order, the Contractor agrees and acknowledges that it has had sufficient time and opportunity to examine the change in Work which is the subject of the Change Order and that it has undertaken all reasonable efforts to discover and disclose any concealed or unknown conditions which may to any extent affect the Contractor’s ability to perform in accordance with the Change Order. Aside from those matters specifically set forth in the Change Order, the Owner shall not be obligated to make any adjustments to either the Fixed Price Contract Amount or Contract Time by reason of any conditions affecting the change in Work addressed by the Change Order, which could have reasonably been discovered or disclosed by the Contractor’s examination.

16.3 Construction Change Directive (CCD):

- (a) “Construction Change Directive” is a written order prepared by the Design Professional and signed by the Owner and Design Professional directing a change in the Work prior to agreement on adjustment, if any, in the Fixed Price Contract Amount or Contract Time or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, the Fixed Price Contract Amount and Contract Time being adjusted accordingly;
- (b) A Construction Change Directive, within limitations, may also be used to incorporate minor changes in the Work agreed to by the Design Professional’s representative, the Owner’s Field Representative and the Contractor’s superintendent or project manager. The limits of these representatives’ authority with regard to Construction Change Directives shall be documented in writing by the Design Professional, Owner and Contractor;
- (c) A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order;
- (d) If the Construction Change Directive provides for an adjustment to the Fixed Price Contract Amount, the adjustment shall be based on one (1) of the following methods:
 - i. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - ii. Unit prices stated in the Contract Documents or subsequently agreed upon;
 - iii. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - iv. As provided in subparagraph 16.3.(g).
- (e) Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Design Professional in writing within forty-eight (48) hours of the Contractor’s agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Fixed Price Contract Amount or Contract Time;
- (f) A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Fixed Price Contract Amount and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be incorporated into a future Change Order;
- (g) If the Contractor does not respond promptly or disagrees with the method for adjustments in the Fixed Price Contract Amount or Contract Time, the method and the adjustment shall be determined by the Design Professional on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Fixed Price Contract Amount, an allowance for overhead and profit in accordance with subparagraph 16.3.(k). In such case of an increase in Fixed Price Contract Amount, and also

under subparagraph 16.3.(d), the Contractor shall keep and present, in such form as the Design Professional may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this subsection shall be limited to the following:

- i. Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom and Workers' compensation insurance;
 - ii. Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
 - iii. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
 - iv. Costs of permit fees and sales, use or similar taxes related to the Work; and
 - v. Additional costs of supervision and field office personnel directly attributable to the change.
- (h) The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Fixed Price Contract Amount shall be for the actual net cost of the decrease, confirmed by the Design Professional. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change;
- (i) Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in the Contractor's Request for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs;
- (j) When the Owner and Contractor agree with the determination by the Design Professional concerning the adjustments in the Fixed Price Contract Amount and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order; and
- (k) For purposes of subparagraphs 16.2.(c) and 16.3.(g), the allowance for combined overhead, profit, bonds and insurance shall be limited as follows, unless otherwise provided in the Contract Documents:
- i. For changes, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier combined shall not exceed fifteen percent (15%) of direct costs; or
 - ii. The Contractor will determine the apportionment between the Contractor and its subcontractors of allowable amounts of overhead, profit, bonds, and insurance.

16.4 The Design Professional will have authority to order minor changes in the Work not involving adjustment in the Fixed Price Contract Amount or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall occur by written order

and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 17

DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

- 17.1** If the Contractor covers, conceals, or obscures its Work in violation of this Contract or in violation of a directive or request from the Owner or the Design Professional, such Work shall be uncovered and displayed for the Owner's or Design Professional's inspection upon request and shall be reworked at no cost in time or money to the Owner.
- 17.2** If any of the Work is covered, concealed, or obscured in a manner not addressed by Paragraph 17.1, it shall, if directed by the Owner or the Design Professional, be uncovered and displayed for the Owner's or Design Professional's inspection. If the uncovered Work conforms strictly with this Contract, the costs incurred by the Contractor to uncover and subsequently replace such Work shall be borne by the Owner. Otherwise, such costs shall be borne by the Contractor.
- 17.3** The Contractor shall, at no cost in time or money to the Owner, promptly correct Work (fabricated, installed or completed) rejected by the Owner or by the Design Professional as defective or that fails to conform to this Contract whether discovered before or after Substantial Completion. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof.
- 17.4** In addition to any other warranty obligations in this Contract, the Contractor shall be specifically obligated to correct, upon written direction from the Owner, any and all defective or nonconforming Work for a period of twelve (12) months following Substantial Completion.
- 17.5** The Owner may, but shall in no event be required to, choose to accept defective or nonconforming Work. In such event, the Fixed Price Contract Amount shall be reduced by the lesser of:
- (a) the reasonable costs of removing and correcting the defective or nonconforming Work; or
 - (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Fixed Price Contract Amount, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE 18

TERMINATION BY THE CONTRACTOR

- 18.1** The Contractor may terminate the Contract if the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a subcontractor, sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- (a) Issuance of an order by a court or by another public authority having jurisdiction and authority which requires all Work to be stopped; or
- (b) An act of government, such as a declaration of national emergency, which requires all Work to be stopped.

18.2 In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract pursuant to Paragraph 20.3.

ARTICLE 19

OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

19.1 The Owner may, at any time and without cause, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. If the Owner directs any such suspension, the Contractor must immediately comply with same.

19.2 In the event the Owner directs a suspension of performance under this Article, and such suspension is through no fault of the Contractor, the Fixed Price Contract Amount and Contract Time shall be adjusted for increases in the cost and time caused by such suspension, delay, or interruption to cover the Contractor's reasonable costs, actually incurred and paid, of:

- (a) Demobilization and remobilization, including such costs paid to subcontractors;
- (b) Preserving and protecting Work in place;
- (c) Storage of materials or equipment purchased for the Project, including insurance thereon; and
- (d) Performing in a later, or during a longer, time frame than that provided by this Contract.

19.3 The adjustment of the Fixed Price Contract Amount shall include an amount for a reasonable profit. The adjustment of the Fixed Price Contract Amount shall not include any amount not otherwise allowed under this Contract, including any limitations applicable to Claims. The Contractor shall provide supporting documentation related to any increase upon request of the Owner. No adjustment shall be made to the extent:

- (a) That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- (b) That an equitable adjustment is made or denied under another provision of the Contract.

ARTICLE 20

TERMINATION BY THE OWNER

The Owner may terminate this Contract in accordance with the following terms and conditions:

20.1 If the Contractor does not perform the Work, or any part thereof, in accordance with the Contract Documents, or in a timely manner; does not supply adequate labor, supervisory personnel, or proper equipment or materials; fails to pay subcontractors; fails to timely discharge its obligations for labor,

equipment, and materials; proceeds to disobey applicable law; or otherwise breaches this Contract, then the Owner, in addition to any other rights it may have against the Contractor, may terminate the Contract and assume control of the Project site and of all materials and equipment at the site and may complete the Work. In such case, the Contractor shall not be paid further until the Work is complete. Upon such Termination, the Owner may, subject to any superior rights of the Surety, take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor; accept assignment of those subcontracts conditionally assigned under Paragraph 15.2; and finish the Work by whatever reasonable method the Owner may deem expedient.

20.2 When the Owner terminates the Contract for cause as provided in Paragraph 20.1, the Contractor shall not be entitled to receive further payment until the Work is finished and shall only be entitled to payment for Work satisfactorily performed by the Contractor in accordance with the Contract Documents. If the costs of finishing the Work, including compensation for the Design Professional's services and expenses made necessary thereby, exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Paragraph 20.1 and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination under Paragraph 20.3 and the provisions of Paragraph 20.3 shall apply.

20.3 The Owner may, at any time and for any reason, terminate this Contract. The Owner shall give no less than seven (7) days' written notice of such Termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such Termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee. The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information, and Contract rights as the Contractor has. When terminated pursuant to this section, the following shall apply:

- (a) The Contractor shall submit a Termination Claim to the Owner and the Design Professional specifying the amounts claimed due because of the Termination, together with costs, pricing or other supporting data required by the Owner or the Design Professional. Failure by the Contractor to file a Termination Claim within ninety (90) days from the effective date of termination shall be deemed a complete waiver by the Contractor of any right to any payment;
- (b) Before or after receipt of the Termination Claim, the Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder; and
- (c) If the Contractor has filed the Termination Claim but the Contractor and the Owner do not agree on an amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

- i. Unpaid Contract prices for labor, materials, equipment and other services provided or perfected prior to termination and acceptable to or accepted by the Owner;
- ii. Reasonable costs incurred in preparing to perform the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct job-site overhead and profit related to such preparation (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated loss, if any; and
- iii. Reasonable costs of settling and paying claims arising out of the Termination of subcontracts or orders pursuant to this Paragraph 20.3.

20.4 Costs described in subparagraphs 20.3.(c)(ii) or 20.3.(c)(iii) above shall not include amounts paid in accordance with other provisions hereof. In no event shall the total sum to be paid the Contractor under subparagraph 20.3.(c) exceed the total Fixed Price Contract Amount, as properly adjusted, reduced by the amount of payments previously or otherwise made and by any other deductions permitted under this Contract and shall in no event include duplication of payment.

ARTICLE 21

CONTRACTOR'S LIABILITY INSURANCE

- 21.1** All insurance carriers providing coverage under this Agreement, shall be rated an “A” or above by Best’s Insurance Rating Service. Evidence of such insurance coverage or self-insurance shall be in the form of a certificate of insurance or statement of financial responsibility. The Contractor shall immediately notify the Owner of notice of knowledge of cancellation, refusal to renew, or change in any material way the nature or extent of the coverage provided by such policies. The Contractor will provide notification by written notice, by certified or registered mail, return receipt requested.
- 21.2** Contractor shall maintain such Commercial General Liability insurance with minimum limits of \$1,000,000/\$2,000,000 to protect its interest and that of the Owner. The State of Idaho, Division of Public Works, College of Southern Idaho and the Idaho State Building Authority [when applicable] will be named an Additional Insured on any general liability and property policies carried and required by this Agreement. The insurance afforded by the Contractor shall be primary insurance. The State of Idaho’s retained risk program coverage is only applicable to the acts or omissions of the State’s officials, agents, or employees and shall not cover the acts or omissions of the Contractor or its Sub-Contractors.
- 21.3** Contractor shall carry Worker's Compensation Insurance to cover obligations imposed by federal and state statutes covering all employees and employers' liability insurance with a minimum limit of 1,000,000.
- 21.4** If any of the insurance required under this Agreement is arranged on “claims made” basis, “tail” coverage will be required at the completion of this Agreement for duration of five (5) years thereafter. The Contractor shall be responsible for furnishing certification of “tail” coverage or continuous “claims made” liability coverage for five (5) years following the completion of this

Agreement. Continuous “claims made” coverage will be acceptable in lieu of “tail” coverage provided its retroactive date is on or before the effective date of this Agreement.

- 21.5** The Contractor shall indemnify, defend and save harmless the State of Idaho, the Division of Public Works, College of Southern Idaho, their officers, agents and employees, and the Idaho State Building Authority [when applicable], from and against any liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employees of the Contractor or the Contractor’s Sub-Contractor caused by or arising out of acts or omissions, or negligent performance by the Contractor of any term of this contract.
- 21.6** All express representations, indemnifications or limitations of liability made in or given to this Agreement will survive the completion of all services of Contractor under this Agreement or the termination of this Agreement for any reason.

ARTICLE 22

BUILDER’S RISK INSURANCE

- 22.1** Unless otherwise provided in this Agreement, the General Contractor shall purchase or maintain property insurance written on a builder’s risk “all-risk” policy (the “Builder’s Risk Policy”) in excess of WRITE OUT AMOUNT [\$000.000 Total Contract Sum] to cover the Owner’s property, the Project, and General Contractor’s equipment, materials, and supplies.
- (a) The Builder’s Risk Policy shall:
- i. Include perils of fire with extended coverage and mischief, collapse, earthquake, flood, windstorm, temporary buildings and debris removal, demolition, and flood damage, if commercially available for similar operation in the region of the United States where the Project is located;
 - ii. Be of an amount not less than the initial Contract Amount, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site, on a replacement cost basis without optional deductibles;
 - iii. Cover resultant damage from errors in design, plans, specifications, faulty workmanship, materials, and construction;
 - iv. Include reasonable compensation for Design Professional, Project Manager, Owner and its contractors’ services and expenses required as a result of an insured loss, excluding any Liquidated Damages, extra expense, and expediting expense;
 - v. Contain an express, full and complete, waiver of any right of subrogation by the insurer in favor of the Owner and State of Idaho for loss or damage occurring during the Work to the extent covered by the Builder’s Risk Policy.
- (b) The General Contractor shall purchase the Builder’s Risk Policy from a company or companies lawfully authorized to do business and issues contracts of insurance in the State of Idaho.
- (c) The General Contractor shall be responsible for the deductible, whether or not to the extent the loss is caused by the negligence or intentional misconduct of the General Contractor, any of its Subcontractors or sub-subcontractors or material suppliers or any other person for whom the General Contractor is responsible.

- (d) The General Contractor shall submit to the Owner, or the Project Manager if designated by the Owner, for its approval, all items deemed by the Builder's Risk Policy carrier to be uninsurable.
- (e) The General Contractor shall not commence Work under the Agreement until it has obtained all required insurance and until evidence of the required insurance has been reviewed and accepted by the Owner. Owner review of the insurance shall not relieve nor decrease the liability of the General Contractor.
- (f) The Builder's Risk Policy shall be maintained in force, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final acceptance by the Owner and final payment to the General Contractor has been made.

22.2 The Contractor authorizes the Owner to negotiate and agree on the value and extent of, and to collect the proceeds payable with respect to, any loss under a policy of insurance where the Owner is the Insured or Additional Insured pursuant to any of the provisions of this Article. The Owner shall have full right and authority to compromise any claim, or to enforce any claim by legal action or otherwise, or to release and discharge any insurer, by and on behalf of the Owner and Contractor. The Owner shall provide written notice to Contractor of:

- (a) its having reached any such settlement or adjustment with an insurer; and
- (b) the receipt of any funds pursuant to this Article. Any objection by the Contractor to a settlement or adjustment made under this Article must be made in writing to the Owner within five (5) business days of the notice from the Owner. The Owner and the General Contractor agree to attempt to resolve the dispute by mutual agreement.

22.3 The General Contractor shall deposit proceeds received under the Builder's Risk Policy in a manner in which such proceeds can be separately accounted for. The General Contractor shall distribute the proceeds in accordance with an agreement as the parties may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract pursuant to Article 20, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 16.

ARTICLE 23

SOVEREIGN IMMUNITY

23.1 In no event shall this Agreement or any act by the STATE OF IDAHO, be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the State of Idaho. This Section applies to a claim brought against the STATE OF IDAHO only to the extent Congress has appropriately abrogated the state's sovereign immunity, and is not consent by the STATE OF IDAHO, to be sued in federal court, or a waiver of any form of immunity, including, but not limited

to, sovereign immunity, and immunity based on the Eleventh Amendment to the Constitution of the United States.

ARTICLE 24
PERFORMANCE AND PAYMENT BONDS

- 24.1** The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than the Fixed Price Contract Amount and shall include a power of attorney attached to each bond. The signature of both the Contractor's principal and the Surety are required. If the Surety is incorporated, both bonds must have the corporate seal. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Fixed Price Contract Amount is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be AIA Document A312, or a standard Surety form certified approved to be the same as the AIA Document A312, and shall be executed by a Surety, or Sureties, reasonably acceptable to the Owner and authorized to do business in the State of Idaho.
- 24.2** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.
- 24.3** It is the Contractor's obligation to notify the Surety in the event of changes in the Contract Documents, which in the absence of notification might serve to discharge the Surety's obligations, duties or liability under bonds or the Contract.

ARTICLE 25
PROJECT RECORDS

- 25.1** All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor or any Subcontractor of the Contractor, shall be made available to the Owner or the Design Professional for inspection and copying upon written request. Furthermore, said documents shall be made available, upon request by the Owner, to any state, federal or other regulatory authority and any such authority may review, inspect, and copy such records. Said records include all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the Contractor. The Contractor shall maintain and protect these documents for no less than four (4) years after final completion or termination of the Contract or for any longer period of time as may be required by law or good construction practice.

ARTICLE 26
MISCELLANEOUS PROVISIONS

- 26.1** The law is hereby agreed to be the law of the State of Idaho. The parties further agree that venue for any proceeding related to this Contract shall be in Boise, Ada County, Idaho, unless otherwise mutually agreed by the parties.
- 26.2** Pursuant to Section 54-1904A, Idaho Code, within thirty (30) days after award of this Contract, the Contractor shall file with the Idaho State Tax Commission, with a copy to the Owner, a signed statement showing the date of Contract award, the names and addresses of the home offices of contracting parties, including all Subcontractors, the state of incorporation, the Project Number and a general description of the type and location of the Work, the amount of the prime contracts and all subcontracts and all other relevant information which may be required on forms which may be prescribed by the Idaho State Tax Commission.
- 26.3** The Contractor, in consideration of securing the business of erecting or constructing Public Works in the State of Idaho, recognizing that the business in which it is engaged is of a transitory character, and that in the pursuit thereof, its property used therein may be without the state when taxes, excises or license fees to which it is liable become payable, agrees:
- (a) To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its sub-divisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this Contract, whether or not the same shall be payable at the end of such term;
 - (b) That if the said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exists even though the same constitute liens upon its property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
 - (c) That, in the event of its default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering this Contract may withhold from any payment due it hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said Contractor is liable.
- 26.4** Before entering a Contract, the Contractor shall be authorized to do business in the State of Idaho and shall submit a properly executed Contractor's Affidavit Concerning Taxes (Exhibit D).
- 26.5** Pursuant to Section 44-1002, Idaho Code, it is provided that each Contractor "must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under any such contract except where under such contracts fifty (50) or less persons are employed the contractor may employ ten percent (10%) nonresidents, provided, however, in all cases employers must give preference to the employment of bona fide residents in the performance of said Work, and no contract shall be let to any person, firm, association, or corporation refusing to execute an agreement with the above mentioned provisions in it; provided, that, in contracts involving the expenditure of federal aid funds this act shall not be enforced in such a manner as to conflict with or be contrary to the federal statutes prescribing a labor preference to honorably discharged soldiers, sailors, and marines, prohibiting as

unlawful any other preference or discrimination among citizens of the United States." (Ref. Section 44-1001, Idaho Code)

- 26.6** The Contractor shall maintain, in compliance with Title 72, Chapter 17, Idaho Code, a drug-free workplace program throughout the duration of this Contract and shall only subcontract work to subcontractors who have programs that comply with Title 72, Chapter 17, Idaho Code.
- 26.7** As between the Owner and Contractor as to acts or failures to act, any applicable statute of limitations shall commence to run, and any legal cause of action shall be deemed to have accrued in any and all events in accordance with Idaho law.
- 26.8** The Contractor and its subcontractors and sub-subcontractors shall comply with all applicable Idaho statutes with specific reference to Idaho Public Works Contractors' licensing laws in the State of Idaho, Title 54, Chapter 19, Idaho Code, as amended.
- 276.9** The Contractor shall not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States and take steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties not to exceed five percent (5%) of the Fixed Price Contract Amount per violation and/or Termination of this Contract. The Contractor also acknowledges that, if it is a natural person, it is subject to Title 67, Chapter 79, Idaho Code regarding verification of lawful presence in the United States.

ARTICLE 27

EQUAL OPPORTUNITY

The Contractor shall maintain policies of employment as follows:

- 27.1** The Contractor and the Contractor's subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age or national origin. Such action shall include 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 setting forth the policies of non-discrimination.
- 27.2** The Contractor and the Contractor's subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age or national origin.

ARTICLE 28

SUCCESSORS AND ASSIGNS

28.1 Each party binds itself, its successors, assigns, executors, administrators or other representatives to the other party hereto and to successors, assigns, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Contract. The Contractor shall not assign this Contract or any part of it or right or obligation pursuant to it without prior written consent of the Owner. If Contractor attempts to make assignment without consent of Owner, Contractor shall remain legally responsible for all obligations under this Contract.

ARTICLE 29
SEVERABILITY

29.1 In the event any provision or section of this Contract conflicts with applicable law or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and shall be carried into effect.

ARTICLE 30
MEDIATION

30.1 Contractor Claims for additional cost or time are subject to Article 13, shall be reviewed as provided in accordance with that Article and, as a condition precedent to litigation, are subject to dispute resolution attempts and mediation in accordance with this Article. All other issues and disputes arising from this contract are also subject to dispute resolution attempts & mediation in accordance with this Article, as a condition precedent to litigation.

30.2 The Parties agree that resolution of any dispute or disagreement without formal legal proceedings is to their mutual benefit and to the benefit of the Project.

30.3 The parties agree to make every reasonable attempt to resolve any issues or disputes informally. The parties further agree that prior to the institution by either of legal or equitable proceedings of any kind, and as a condition precedent thereto, any dispute between the Contractor and the Owner related to the Contract, including a dispute over the Owner's decision regarding a Claim, shall be subject to mediation as follows:

- (a) If the issue to be mediated involves only a dispute regarding the Contract Time, no request to mediate shall be made unless liquidated damages have been assessed by the Owner. If the issue to be mediated involves a Claim or other financial dispute, no request to mediate shall be made unless the amount is \$50,000 or more or until there are cumulative Claims or disputes amounting to \$50,000 or more; provided, however, that a mediation request can be made as to any Claim or financial matter at any time after Substantial Completion;
- (b) The party seeking mediation shall notify the other party in writing of its mediation request. In such written request, the requesting party must clearly describe the issues it believes are subject to mediation;
- (c) Within fifteen (15) days of receipt of the mediation request, the non-requesting party shall respond in writing to the request;
- (d) Unless the Owner and the Contractor agree to other rules for mediation, mediation shall be in accordance with the Construction Industry Rules of Arbitration and Mediation Procedures in effect at the time of the mediation;

- (e) The parties shall share the mediator's fee and any filing fees equally; provided, however, that if a party makes a written request to the mediator without satisfying the requirements of this section and by doing so incurs any costs or fees, that party shall be solely responsible for the costs or fees;
- (f) Unless otherwise mutually agreed to by the parties, the mediation shall be in Boise, Ada County, Idaho;
- (g) The parties shall cooperate in arranging the other details of mediation, such as selection of the mediator, mediation dates and times;
- (h) The parties agree that all parties necessary to resolve the matter shall be parties to the same mediation proceeding; provided, however, that no Subcontractor or sub-subcontractor shall attend the mediation absent advance notice and consent from the Owner;
- (i) Agreements reached in mediation shall be enforceable as settlement agreements in any court having proper jurisdiction; and
- (j) Unless otherwise agreed in writing, the Contractor shall continue the work and maintain the approved schedules during any mediation proceedings. If the Contractor continues to perform, the Owner shall continue to make payments in accordance with the Contract Documents.

30.4 If mediation fails to resolve the dispute, either party may file an action in the courts of Idaho in accordance with the venue provision contained in this Contract.

ARTICLE 31

WAIVER OF CONSEQUENTIAL DAMAGES

31.1 The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- (a) Damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business, and reputation and for loss of management or employee productivity or of the services of such persons; and
- (b) Damages incurred by the Contractor for principal office expenses, including the compensation of personnel stationed there; for losses of income, financing, business, and reputation; loss of management or employee productivity or of the services of such persons; and for loss of profit except profit arising directly from the Work.

31.2 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Articles 18 and 20. Nothing contained in this paragraph shall be deemed to preclude an award of the assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth below.

OWNER:

Authorized Signature

Print Signature

Title

CONTRACTOR:

Contractor's Name- Typed

Authorized Signature

Print Signature

Title

EXHIBIT A

PROJECT IDENTIFICATION, ADDENDA, CONTRACT AMOUNT, CONTRACT TIME, ACCEPTED ALTERNATIVES, LIQUIDATED DAMAGES, AND SPECIAL CONDITIONS (IF ANY)

OWNER'S PROJECT IDENTIFICATION INFORMATION:

DPW Project No.: 21101
Project Title : Upgrade Windows/Doors Shields Building
Project Location: 315 Falls Ave, Twin Falls, Idaho 83301

General Project Description:

Replacement of Selected Storefront door and window system in the Shields Building. The base bid will include (2) storefront entrance system on the north side of the building. Alt #1 will include upgrades for two (2) first floor vestibule doors and alt #2 will include upgrades for two (2) second floor interior doors.

ADDENDA: Addenda applicable to the Contract and made a part of are as follows:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

FIXED PRICE CONTRACT AMOUNT AND ACCEPTED ALTERNATES:

Base Bid Amount:			\$	00
Alternate No. ___	(_____)	add	\$	00
Alternate No. ___	(_____)	add	\$	00
Alternate No. ___	(_____)	add	\$	00
Total Fixed Price Contract Amount	(_____)	Dollars		\$ 00

Contractor's Requests for Payment are to be submitted for Work accomplished through the _____ day of each month as described in Paragraph 7.3.

TIME FOR PERFORMANCE AND LIQUIDATED DAMAGES:

A. The Contractor shall commence construction of its scope of the Work in accordance with the Notice to Proceed issued by the Owner, and which will become Exhibit F to this Contract.

B. The Contractor shall accomplish Substantial Completion as defined in Article 6 of the Contract within one hundred twenty (120) consecutive calendar days from the date authorized to proceed in the Notice to Proceed.

C. The amount of liquidated damages per day for each and every day of unexcused delay as outlined in Article 6 on the Contract is: Two Hundred Twenty-Five Dollars (\$225.00)

DRAWINGS AND SPECIFICATIONS:

G000 - Cover Sheet
G001 - Sheet Legend and Project Information
A201 - Floor Plan - Shields First Floor
A202 - Floor Plan - Shields Second Floor
A203 - Exterior Elevations - Shields Building, Window Types & Details
Specifications (see EXHIBIT C for full list)

The Owner shall furnish the Contractor one sets of Drawings and Project Manuals.

SPECIAL CONDITIONS:

A. In Article 23 and all Paragraphs only, all references to “Owner” shall mean College of Southern Idaho.

EXHIBIT B

ADDRESSES AND AUTHORIZED REPRESENTATIVES (INCLUDING LIMITATIONS)

The names, addresses and authorized representatives of the Owner, the Contractor and the Design Professional are:

OWNER: State of Idaho
Division of Public Works
502 N. 4th Street
P.O. Box 83720
Boise, ID 83720-0072
Pat Donaldson, Administrator

Project Manager: Name: Nicole Cecil
Telephone: (208) 332 1905
E-mail: Nicole.Cecil@adm.idaho.gov
Fax: (208) 334-4031
May sign for Owner: Yes [X] No []

Field Representative: Name: Bruce Berry
Telephone: (208) 867 1644
E-mail: bruce.berry@adm.idaho.gov
Fax: (208) 334-4031
May sign for Owner: Yes [X] No []

CONTRACTOR: _____ (company name)
_____ (address or PO address)
_____ (city, state, zip)
_____ (telephone and FAX)
Public Works Contractors License No. _____

Officer: _____ (name and title)
_____ (telephone)
_____ (E-mail)

Contractor's
Project Manager: _____ (name)
_____ (telephone and FAX)
_____ (E-mail)

May sign for Contractor: Yes [] No []
Change Orders: up to: \$ _____ .00
Construction Change Authorizations: up to: \$ _____ .00
Contractor's Request for Payment

Contractor's Superintendent: _____ (name)
 _____ (telephone and FAX)
 _____ (E-mail)
 May sign for Contractor: Yes [] No []
 Construction Change Authorizations: up to \$_____ .00

DESIGN PROFESSIONAL:

Cole Architects, PLLC _____ (firm name)
404 S 8th St, Ste 250 _____ (address or PO address)
Boise, Idaho 83702 _____ (city, state and zip)
208.345.1800 _____ (telephone)
 _____ (FAX)

Professional's Project Manager: Matt Huffield _____ (name)
 Professional License No. AR-2560 _____
208.345.1800 _____ (telephone)
 _____ (FAX)
matt@colearchitects.com _____ (E-mail)

Professional's Field Representative: Kiran KC _____ (name)
208.609.6207 _____ (telephone)
 _____ (FAX)
kiran@colearchitects.com _____ (E-mail)

May sign for Design Professional:

Field Reports	Yes []	No []
Change Order Proposal Requests	Yes []	No []
Construction Change Authorization:	Yes []	No []
Construction Change Order	Yes []	No []
Design Professional's Supplemental Instructions	Yes []	No []
Interpretations of the Contract Documents	Yes []	No []
Contractor's Request for Payment	Yes []	No []
Acceptance of Substantial Completion	Yes []	No []
Acceptance of final completion	Yes []	No []

EXHIBIT C

LIST OF DRAWINGS AND SPECIFICATIONS

LIST OF DRAWINGS:

General

G000 - Cover Sheet

G001 - Sheet Legend and Project Information

Architectural

A201 - Floor Plan - Shields First Floor

A202 - Floor Plan - Shields Second Floor

A203 - Exterior Elevations - Shields Building, Window Types & Details

LIST OF SPECIFICATIONS:

DIVISION 1 - GENERAL REQUIREMENTS

011000	SUMMARY
012500	SUBSTITUTION PROCEDURES
012600	CONTRACT MODIFICATIONS PROCEDURES
012900	PAYMENT PROCEDURES
013100	PROJECT MANAGEMENT AND COORDINATION
013300	SUBMITTAL PROCEDURES
014000	QUALITY REQUIREMENTS
015000	TEMPORARY FACILITIES AND CONTROLS
016000	PRODUCT REQUIREMENTS
017300	EXECUTION
017419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
017700	CLOSEOUT PROCEDURES
017823	OPERATION AND MAINTENANCE DATA
017839	PROJECT RECORD DOCUMENTS
017900	DEMONSTRATION AND TRAINING

DIVISION 2 - SITE WORK

024119	SELECTIVE DEMOLITION
--------	----------------------

DIVISION 8 – OPENINGS

084113	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS
087100	DOOR HARDWARE
088000	GLAZING

EXHIBIT D

CONTRACTOR’S AFFIDAVIT CONCERNING TAXES

STATE OF _____)
) :ss
COUNTY OF _____)

Pursuant to the Title 63, Chapter 15, Idaho Code I, the undersigned, being duly sworn, depose and certify that all taxes, excises and license fees due to the State or its taxing units, for which I or my property is liable then due or delinquent, has been paid, or arrangements have been made, before entering into a Contract for construction of any public works in the State of Idaho.

Name of Contractor

Address or PO address

City, State, zip code

Signature

Title

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

(SEAL)

NOTARY PUBLIC

Residing at: _____

Commission expires: _____

EXHIBIT E

NAMED SUBCONTRACTORS

Pursuant to Section 67-2310, Idaho Code, commonly known as the naming law, the names and addresses of the entities who will perform the plumbing, heating and air conditioning and electrical work were named in the bid and are as follows:

Electrical (PWCL Category 1600)

(Name) _____

(Address) _____

Idaho Public Works Contractors License No. _____

Idaho Electrical Contractors License No. _____

EXHIBIT F

NOTICE TO PROCEED

TO CONTRACTOR: _____ DPW NUMBER: _____

CONTRACT DATE: _____ ARCHITECT: Cole Architects, PLLC

CONTRACT AMOUNT: \$ _____

DATE OF ISSUANCE: _____ OWNER: State of Idaho

You are hereby notified to commence work on the above referenced contract on/or before _____, _____ and are to substantially complete the work within _____ consecutive calendar days thereafter; therefore your contract completion date is _____.

The contract provides for the sum of \$ _____ as liquidated damages for each consecutive calendar day after the above established substantial completion date that the Work remains incomplete. Completion date will be established by "Certificate of Substantial Completion."

You are reminded that any changes to the original contract document regarding either cost or completion date must be effected by a change order approved by this department.

Your payment estimates must be submitted on Division of Public Works forms included herein. We will be most happy to assist you in preparing the payment estimate forms.

_____ has been appointed Field Representative for this project. Please contact him at (208) 332 _____ prior to beginning Work. A pre-construction meeting will be held on _____, _____ at _____ .m., _____ at _____ .(location)

Sincerely,

Pat Donaldson
Administrator

PD:**

DISTRIBUTION: Tax Commission
Division of Building Safety
Risk Management (w/ Builder's Risk Application, if applicable)
(Project Manager)
Fiscal Office TAX ID XX-XXXXXXX

EXHIBIT G
Idaho State Tax Commission
REQUEST FOR TAX RELEASE

Date: _____

PART I -- AWARDING AGENCY INFORMATION:

Name of agency	Mailing address	City, state, and ZIP Code
Contact name	Phone number	Email address

PART II -- CONTRACTOR INFORMATION:

Name of contractor	Mailing address	City, state, and ZIP Code
Federal EIN	Contact name	Phone number
		Email address

PART III -- CONSTRUCTION/CONTRACT MANAGER INFORMATION (if applicable):

Name of business	Mailing address	City, state, and ZIP Code
Federal EIN	Contact name	Phone number
		Email address

Send a copy of the approved Tax Release to: Awarding Agency Contractor
 Construction Manager

NOTE: We will email all copies unless otherwise requested

PART IV -- PROJECT INFORMATION:

Name of project	Location of project
-----------------	---------------------

Description of project

Project number assigned by awarding agency	Project start date	Project completion date	Final/closing contract amount (includes all change orders)
--	--------------------	-------------------------	--

Did any government entities supply materials which were installed by this contractor or its subs?:
 _____ Yes _____ No

If YES, list these materials and their dollar values. (Attach additional information if needed):

List Materials

List Dollar Values of Materials

	\$
	\$
	\$

Send to: Contract Desk/Sales Tax Audit
Idaho State Tax Commission
PO Box 36
Boise ID 83722-0410
Phone: (208) 334-7618 • Fax: (208) 332-6619 • Email: contractdesk@tax.idaho.gov

***NOTE:** Please allow 30 days to process a Tax Release Request. You must send a complete, signed Form WH-5 Public Works Contract Report to the Idaho State Tax Commission to complete this request.*

EXHIBIT H

RELEASE OF CLAIMS

(TO BE COMPLETED FOR FINAL PAYMENT)

I, _____, do hereby release the State of Idaho from any and all claims of any character whatsoever arising under and by virtue of DWP contract number _____, dated _____, as amended, except as herein stated.

Dated: _____

Contractor: _____

EXHIBIT J

CONDITIONS PRECEDENT TO FINAL PAYMENT

Date: _____
DPW Project No. _____
Project Title: _____
Location: _____

Send to:	Copy to:
State of Idaho	Design Professional
Division of Public Works	_____
502 N. Fourth Street	_____
Boise, Idaho 83702	_____

Contractor’s Responsibilities:

Per Paragraph 7:13 of the Fixed Price Contract: As a condition precedent to final payment, the Contractor must furnish the owner, in the form and manner required by Owner, to be submitted to the Design Professional for approval, the following:

- Contractor’s Final Request for Payment Form has been uploaded to OMS;
- Release of Claims form has been uploaded to OMS (DPW’s form, Exhibit H);
- Contractor’s Affidavit of Payment of Debts and Claims Form has been uploaded to OMS (AIA G706);
- Consent of Surety to Final Payment has been uploaded to OMS (AIA G707);
- Confirmation of all required training (DPW’s Training Confirmation Exhibit K), product warranties, operating manuals, instruction manuals and other record documents, drawings and items customarily required of the Contractor has been uploaded to OMS.
- Public Works Contract Tax Release from the Idaho Tax Commission has been uploaded to OMS;
- Division of Building Safety Letter of Completion/Final Inspection has been uploaded to OMS (as required); and
- Project Finalization and Start Up has been uploaded to OMS (as required, Exhibit L).

Contractor’s Signature Date

Design Professional’s Approval for Payment:

- All Documents Required per Paragraph 7.13 of the Fixed Price Contract have been uploaded to OMS.
- All Warranties, Guarantees, etc. have been received, approved and have been uploaded to OMS.

- Contractor's As-Built Drawings, have been received, reviewed, approved, and uploaded to OMS in PDF format.
- Final punch list with AE's verification that all items have been completed, has been uploaded to OMS.
- Record Drawings have been completed by AE. All required copies of the Record Documents and electronic media are attached and uploaded to OMS in PDF, and DWG 2010 format. DWG files should be bound in zip folder, or "e-transmit" folder, containing all drawing files with relevant dependencies (i.e. x-refs, images, title blocks, and pen settings). *Record Drawings are a requirement for the AE's final payment; not the Contractor's.*

To the best of my knowledge, information, and belief, and on the basis of my observations and inspections, I certify the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the required documentation required by Paragraph 7.13 of the fixed priced contract has been received. The entire balance, as shown on the attached Final Request for Payment, is due and payable.

Design Professional's Signature

Date

EXHIBIT K

STATE OF IDAHO
DIVISION OF PUBLIC WORKS

TRAINING CONFIRMATION SIGN-IN SHEET

DPW Project: _____

Agency: _____

Project Name: _____

Project Location: _____

Field Representative: _____

Date & Time: _____

Name	Company	E-mail	Telephone	Signature

V:\Design and Construction\CONTRACT ADMINISTRATION\Close Out\Training Confirmation Sign In Sheet.xlsx

EXHIBIT L

PROJECT FINALIZATION AND START-UP

Upon completion of the equipment and systems installation and connections, the contractor shall assemble all equipment factory representative and subcontractors together for system start-up.

These people shall assist in start-up and check out their system(s) and remain at the site until the total system operation is acceptable and understood by the agency's representative(s). The factory representative and system subcontractor shall also give instructions on operation and maintenance of their equipment to the agency's maintenance and/or operation personnel. To prove acceptance of operation and instruction by the agency's representative(s), this written statement of acceptance shall be signed below.

“I, the Contractor, associated factory representative and subcontractors, have started each system and the total system; and have proven their normal operation to the agency's representative(s) and maintenance/operation personnel and have instructed him/them in the operation and maintenance thereof.”

Agency's Representative

Contractor

Signature

Signature

Date

Date

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and drawing conventions.
7. Miscellaneous provisions.
8. Permits
9. Waste Disposal
10. Testing and Inspection

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: DPW Project number 21-101 – College of Southern Idaho – Upgrade Windows/Doors Sheilds Building

1. Project Location:

- a. College of Southern Idaho
- b. 315 Falls Ave.
- c. Twin Falls, ID 83301

B. Owner: State of Idaho, Department of Administration, Division of Public Works

1. Owner's Representative: Nicole Cecil, Project Manager
2. Bruce Berry: Field Representative

C. Architect: Matt Huffield, Cole Architects, 404 S 8th St, Ste 250, Boise, Idaho 83702

D. Agency Representative: Theo Schut, CSI, (208) 732-6610

1. Coordinate and schedule local construction activities with the Agency Representative

1.3 WORK COVERED BY CONTRACT DOCUMENTS

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

1. This project includes replacement of Replacement of selected Storefront door and window system along north wall of the Sheilds Building. The base bid will include (2) storefront entrance system on the north side of the building. Alt #1 will include upgrades for two (2) first floor vestibule doors and alt #2 will include upgrades for two (2) second floor interior doors.

B. Type of Contract.

1. Project will be constructed under a single prime contract per the division of public works fixed price construction contract between the owner and the contractor.

1.4 ACCESS TO SITE

- A. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 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.
- B. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weather tight condition throughout construction period. Repair damage caused by construction operations.
- C. Landscape and Hardscape Protection: Maintain site landscape and hardscape. Contractor will repair or replace all damaged landscaping or hardscape damaged during construction at their sole expense. Contractor is to take pictures of site areas before work begins as a record of existing conditions. Notify Architect if there is damage to site before work begins.
- D. Behavior and Dress: The Contractor and all Contractors representatives, to include subcontractors, consultants, vendors or other parties hired by the Contractor will maintain professional behavior and wear appropriate attire that always identifies their company while on the job site.

1.5 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy the premises during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
 - 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
 - 2. Once substantial completion is met, Owner will assume responsibility for

maintenance and custodial service for occupied portions of Work.

1.6 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours:
 - 1. Working hours Monday through Friday - 7:00 a.m. to 5:00 p.m., unless otherwise indicated.
 - 2. Weekend work to be approved by the College of Southern Idaho and Idaho Division of Public Works representative.
 - 3. Coordinate work times with College of Southern Idaho and Idaho Division of Public Works representatives.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Architect & Owner not less than two days in advance of proposed utility interruptions.
 - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Architect & Owner not less than two days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor-air intakes.
- F. Controlled Substances: Use of tobacco products and other controlled substances on the Project site is not permitted.

1.7 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the

following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

1.8 PERMITS

- A. Furnish all necessary permits for construction of the work.

1.9 WASTE DISPOSAL

- A. The contractor is responsible for any and all demolition and/or removal as necessary and required to fulfill the requirements of the Contract Documents.

1.10 TESTING AND INSPECTION

- A. Notify Owner/Engineer at least 24 hours prior to commencement of Work requiring special inspection.

END OF SECTION

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

1.2 DEFINATIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the 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. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

1.3 PROCEDURES

A. Coordination: Revise 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. Execute accepted alternates under the same conditions as other work of the Contract.

C. 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. Alternate No. 1, 2

1. Base Bid: This will include (2) storefront entrance system on the north side of the building.
2. Alternate #1: This will include upgrades for two (2) first floor vestibule doors.
3. Alternate #2: This will include upgrades for two (2) second floor interior doors.

END OF SECTION

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

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

1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use form that is part of web-based project management software or, Acceptable to Architect.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.

- j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. 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 seven days 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 of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

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

1.5 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution provides sustainable design characteristics that specified product provided.
 - c. Requested substitution will not adversely affect Contractor's construction

- d. Requested substitution has received necessary approvals of authorities having jurisdiction.
- e. Requested substitution is compatible with other portions of the Work.
- f. Requested substitution has been coordinated with other portions of the Work.
- g. Requested substitution provides specified warranty.
- h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Not allowed.

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 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.

1.3 PROPOSAL REQUESTS

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

1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request or 5 working days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

- a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

- b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

- c. Include costs of labor and supervision directly attributable to the change.

- d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- e. Quotation Form: Use forms acceptable to Architect.

- B. Contractor-Initiated Work Change Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 01635 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Work Change Proposal Request Form: Use form on Owners web-based management software (OMS).

1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, the Contractor will issue a Change Order for signatures of Owner and Architect on a standard DPW Change Order Form located in OMS.
 1. Web-Based Project Software: Prepare Change Order within OMS. Enter required data in the web-based software site to fully identify the Change Order.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on DPW Standard Form on Owners web-based management software (OMS). 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 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment on DPW's Owners web-based management software (OMS).

1.2 SCHEDULE OF VALUES (SOV)

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Submit the schedule of values to Division of Public Works seven days after contract is approved.
 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts where needed.
 3. Provide a separate line item in the SOV for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site.
 4. After review and approval by the Architect, DPW's Project Manager and DPW's Field Representative, the DPW Project Manager will upload the SOV excel template into the OMS "cost tracking-budget" module. This will create the construction contract in the OMS. Any changes to the SOV will now require a change order.
 5. Allowances: Provide a separate line item in the SOV for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
 6. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.
 7. Overhead Costs: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
 8. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling 5% percent of the Contract Sum and subcontract amount.

1.3 PAYMENT APPLICATIONS

- A. Each Pay Application or Invoice shall be submitted via the OMS under the 'Cost Tracking/Contract Mgmt.' module where they will be electronically approved by the Contractor, Architect, DPW Field Representative, DPW Project Manager,

and DPW Senior Field Representative.

- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Payment Application is the period indicated in the Agreement.
- C. Payment Application Times: Create Pay Applications on the Owners web-based management software by the 25th of the month and electronically submit for approval. The period covered by each Payment Application is one month, ending on the last day of the month.
- D. Initial Payment Application: Administrative actions and submittals that must precede or coincide with submittal of first Payment Application include the following:
 - 1. List of subcontractors.
 - 2. Contractor's construction schedule (preliminary if not final).
 - 3. Products list (preliminary if not final).
 - 4. Schedule of unit prices.
 - 5. Submittal schedule (preliminary if not final).
 - 6. Copies of building permits.
 - 7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 - 8. Initial progress report.
 - 9. Data needed to acquire Builder's risk.
- E. Payment Application at Substantial Completion: After Architect issues the Certificate of Substantial Completion, upload an Payment Application showing 100 percent completion for portion of the Work claimed as substantially complete.
- F. Final Payment Application: After completing Project closeout requirements, submit final Payment Application with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
 - 1. Evidence of completion of Project closeout requirements.
 - 2. Marked up Record Drawings and Specifications.
 - 3. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 - 4. Contractor's Affidavit of Payment of Debts and Claims Form. AIA Document G706.
 - 5. Consent of Surety to Final Payment. AIA Document G707.
 - 6. Release of Claims form, Exhibit H. Evidence that claims have been settled.

7. Confirmation of all required training, product warranties, operating manuals, instruction manuals and other record documents, drawings and items customarily required of the Contractor.
8. Public Works Contract Tax Release from the Idaho Tax Commission.
9. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
10. Final liquidated damages settlement statement.
11. Any and all other items required by DPW under the applicable contract requirements.

END OF SECTION

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Fixed Price Construction Contract and other Division 01 Specification Sections, 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. General coordination procedures.
2. RFIs.
3. Digital project management procedures.
4. Project

meetings.-B. -

Related

Requirements:

1. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.3 DEFINITIONS

- A. BIM: Building Information Modeling.
- B. RFI: Request for Information. Request from Owner, Design Professional, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

- A. Key Personnel Names: Within seven (7) days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

- 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 to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and scheduled 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. Processing of submittals.
 5. Progress meetings.
 6. Pre-installation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.

1.6 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and upload an RFI in the Owners web-based management software (OMS).
1. Design Professional will approve RFIs with any comments through OMS.
 2. Design Professional shall notify DPW of the Design Professional's Representative who will receive and respond to RFIs.
 3. Contractor to upload RFIs in a prompt manner so as to avoid delays in the work or work of subcontractors.
 4. Contractor and Design Professional can copy any Team members the question and/or response within OMS.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Input information required by OMS.
 2. Specification Section number and title and related paragraphs, as appropriate.
 3. Drawing number and detail references, as appropriate.
 4. Field dimensions and conditions, as appropriate.
 5. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.

6. Attachments: Upload sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. Design Professional's Action: Design Professional will review each RFI, determine action required, and respond. Allow seven (7) working days for Design Professional's response for each RFI. RFIs received by Design Professional after 1:00 p.m. will be considered as received the following working day.
 1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Design Professional's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Design Professional's action may include a request for additional information, in which case Design Professional's time for response will date from time of receipt by Design Professional of additional information.
 3. Design Professional's action on RFIs that may result in a change to the Contract Time or the Contract Sum in which case the Contractor may submit a Proposed Change Order (PCO) via the OMS.
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Design Professional in writing within seven (7) days of receipt of the RFI response.
- D. On receipt of Design Professional's action, review response and notify Design Professional within seven (7) days if Contractor disagrees with response.

1.7 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Design Professional's Data Files: Design Professional will provide Design Professional's BIM model digital data files for Contractor's use during construction.
- B. Use of Design Professional's Digital Data Files: Digital data files of Design Professional's BIM model will be provided by Design Professional for Contractor's use during construction.
 1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project record Drawings.
 2. Design Professional makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
 3. Digital Drawing Software Program: Contract Drawings are available in Revit.
 4. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Design Professional.

- a. Subcontractors, and other parties granted access by Contractor to Design Professional's digital data files shall execute a data licensing agreement in the form of Agreement acceptable to Owner and Design Professional.
5. The following digital data files will be furnished for each appropriate discipline:
 - a. Floor plans.
 - b. Reflected ceiling plans.
- C. Web-Based Project Software: Use Owner's web-based management software site (OMS) for purposes of hosting and managing Project communication and documentation until Final Completion.
 1. Web-based Project software site includes the following features for:
 - a. Compilation of Project data, including Contractor, subcontractors, Design Professional, Design Professional's consultants, Owner, and other entities involved in Project.
 - b. Access control for each entity for each workflow process, to determine entity's digital rights to create, modify, view, and print documents. The 'My Team' module Includes names of individuals and contact information.
 - c. Document workflow planning, allowing customization of workflow between project entities.
 - d. Creation, logging, tracking, and notification for Project communications required in other Specification Sections, including, but not limited to, RFIs, submittals, Minor Changes in the Work, Proposed Change Orders, Construction Change Directives, and Change Orders.
 - e. Tracking status of each Project communication in real time, and log time and date when responses are provided.
 - f. Handling PDFs or similar file formats, allowing markups by each entity. Provide security features to lock markups against changes once submitted.
 - g. Processing and tracking of payment applications.
 - h. Processing and tracking of contract modifications.
 - i. Creating and distributing meeting minutes.
 - j. Document management for Drawings, Specifications, and coordination drawings, including revision control.
 - k. Management of construction progress photographs.
 - l. Mobile device compatibility, including smartphones and tablets.
- D. PDF Document Preparation: Where PDFs are required to be submitted to Design Professional, prepare as follows:
 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.

3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.8 PROJECT MEETINGS

- A. General: The Design Professional will schedule and conduct monthly meetings at the Project site unless otherwise indicated.
- B. Preconstruction Conference: The Owner will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Design Professional.
 1. Attendees: Authorized representatives of Owner, Contractor and its superintendent, and major subcontractors shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Owner's standard preconstruction agenda will be used.:
 3. Minutes: The Design Professional will be responsible for the monthly meeting minutes and will record and distribute via the OMS
- C. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity when required by other sections and when required for 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 Design Professional, Owner, of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Sustainable design requirements.
 - i. Review of mockups.
 - j. Possible conflicts.
 - k. Compatibility requirements.
 - l. Time schedules.
 - m. Weather limitations.
 - n. Manufacturer's written instructions.
 - o. Warranty requirements.
 - p. Compatibility of materials.
 - q. Acceptability of substrates.

- r. Temporary facilities and controls.
 - s. Space and access limitations.
 - t. Regulations of authorities having jurisdiction.
 - u. Testing and inspecting requirements.
 - v. Installation procedures.
 - w. Coordination with other work.
 - x. Required performance results.
 - y. Protection of adjacent work.
 - z. 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 other parties requiring information.
 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: The Contractor will conduct progress meetings at regular intervals.
1. Coordinate dates of meetings with preparation of payment requests.
 2. Attendees: In addition to representatives of Owner, Agency, and Design Professional, 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 meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. 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) Resolution of BIM component conflicts.
 - 4) Status of submittals.
 - 5) Status of sustainable design documentation.

- 6) Deliveries.
 - 7) Off-site fabrication.
 - 8) Access.
 - 9) Site use.
 - 10) Temporary facilities and controls.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) Status of RFIs.
 - 16) Status of Proposal Requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) As-Built Updates.
 - 20) Pending claims and disputes.
 - 21) Documentation of information for payment requests.
4. Minutes: Contractor is responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- a. Schedule Updating: Contractor shall 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.

END OF SECTION

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Design Professional's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Design Professional's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.3 SUBMITTAL SCHEDULE

A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Design Professional and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Design Professional.
4. Name of Construction Manager.
5. Name of Contractor.
6. Name of firm or entity that prepared submittal.
7. Names of subcontractor, manufacturer, and supplier.
8. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
9. Category and type of submittal.
10. Submittal purpose and description.
11. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
12. Drawing number and detail references, as appropriate.
13. Indication of full or partial submittal.
14. Location(s) where product is to be installed, as appropriate.

15. Other necessary identification.
 16. Remarks.
 17. Signature of transmitter.
- B. Options: Identify options requiring selection by Design Professional.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Design Professional on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Submittals:
- E. Upload Submittals on Owners web-based management software (OMS). Contractor to initiate the process via "Construction Management", then "Submittal" tab within the website.
- F. Submittals for Web-Based Project Software: Prepare submittals as PDF files, or other format indicated by Project software website.

1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Web-Based Project Software: Prepare submittals in PDF form, and upload to OMS. Enter required data in web-based software site to fully identify submittal.
 2. Samples: Prepare submittals and deliver to Design Professional.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Design Professional's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow seven (7) days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Design Professional will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Resubmittal Review: Allow seven (7) days for review of each resubmittal.
- D. Resubmittals: Make resubmittals in same form as initial submittal.

- E. 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.
- F. Use for Construction: Retain complete copies of submittals on Project site, as needed. Use only final action submittals that are marked with approval notation from Design Professional's action stamp.

1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 - 5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Design Professional's digital data drawing files is otherwise permitted.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.

- f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.
 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
 - f. Specification paragraph number and generic name of each item.
 3. Transmittal: Upload PDF transmittal to the Owners web-based management software under submittals. Include digital image file illustrating Sample characteristics, and identification information for record.
 4. Web-Based Project Software: Prepare submittals in PDF form, and upload to Owners web-based Project software website. Enter required data in web-based software site to fully identify submittal.
 5. Paper Transmittal: Include paper transmittal including complete submittal information indicated for samples delivered to the Design Professional.
 6. 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.
 7. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit two (2) full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Design Professional will return submittal with options selected.

8. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three (3) sets of Samples. Design Professional will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Design Professionals and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- G. Certificates:
 1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
 2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

3. **Manufacturer Certificates:** Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 4. **Material Certificates:** Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
 5. **Product Certificates:** Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
 6. **Welding Certificates:** Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- H. **Test and Research Reports:**
1. **Compatibility Test Reports:** Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
 2. **Field Test Reports:** Submit written reports 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 in the Contract Documents.
 3. **Material Test Reports:** Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
 4. **Preconstruction Test Reports:** Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
 5. **Product Test Reports:** Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
 6. **Research Reports:** Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.

- e. Description of product.
- f. Test procedures and results.
- g. Limitations of use.

1.7 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

- 1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Design Professional.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, upload to the Owners web-based management software, shall be 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.

- 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.8 CONTRACTOR'S REVIEW

A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before uploading to the Owners web-based management software.

B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp that is indicated on the web-based submittal. Include 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.

- 1. Design Professional will not review submittals received from Contractor that do not have Contractor's review and approval.

1.9 DESIGN PROFESSIONAL'S REVIEW

A. Action Submittals: Design Professional will review each submittal, indicate corrections or revisions required within the "Comment" box on the web site.

- 1. Submittals by Web-Based Project Software: Design Professional will indicate, on Project software website, the appropriate action.

- a. Actions taken by indication on Project software website have the following meanings:

- 1) Approved, Pending, Overdue, Complete, or Rejected.

- B. Informational Submittals: Design Professional will review each submittal and will not return it, or will return it if it does not comply with requirements. Design Professional will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Design Professional.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be rejected for resubmittal without review.
- E. Submittals not required by the Contract Documents will be returned by Design Professional without action.

END OF SECTION

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
 - 3. Specific test and inspection requirements are not specified in this Section.

1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
 - 1. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of 5 previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

- A. Referenced Standards: 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 conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.4 ACTION SUBMITTALS

- A. Mockup Shop Drawings:
 - 1. Include plans, sections, elevations, and details, indicating materials and size of mockup construction.
 - 2. Indicate manufacturer and model number of individual components.
 - 3. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:
 - 1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.
 - 2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect.

B. Testing Agency Qualifications: 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.

1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
 2. Project title and DPW number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of representatives making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 5. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Statement that equipment complies with requirements.
 2. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 3. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.7 QUALITY ASSURANCE

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

- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. 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.
- 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. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections 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. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329 and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Build laboratory mockups at testing facility using personnel, products,

and methods of construction indicated for the completed Work.

d. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.

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

1.8 QUALITY CONTROL

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

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

2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

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

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

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

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

C. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.

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

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. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G.Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.9 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.

2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01700 "Execution Requirements."
- 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 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for limitations on work restrictions and utility interruptions.

1.2 USE CHARGES

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

1.3 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire prevention program.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines.

1.5 PROJECT CONDITIONS

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

PART 2 – PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Field Offices: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect[, Construction Manager], and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
 2. Conference room of sufficient size to accommodate meetings of [10] <Insert number> individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot- (1.2-m-) square tack and marker boards.
 3. Drinking water and private toilet.
 4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F (20 to 22 deg C).
 5. Lighting fixtures capable of maintaining average illumination of 20 fc (215 lx) at desk height.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 TEMPORARY UTILITY INSTALLATION

- A. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

3.2 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution

or other undesirable effects.

C. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

3.3 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.

2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01770 "Closeout Procedures."

END OF SECTION

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 012500 "Substitution Procedures" for requests for substitutions.

1.2 DEFINITIONS

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

1.3 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01330 "Submittal Procedures." Show compliance with requirements.

1.4 QUALITY ASSURANCE

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

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
 1. Store products to allow for inspection and measurement of quantity or counting of units.
 2. Store materials in a manner that will not endanger Project structure.
 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.

5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 3. Refer to other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 01770 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 3. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
 4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
 5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated 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 requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 016350 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the 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 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
1. Construction layout.
 2. Installation of the Work.
 3. Cutting and patching.
 4. Progress cleaning.
 5. Protection of installed construction.
- B. Related Requirements:
1. Section 011000 "Summary" for limits on use of Project site.
 2. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.2 QUALITY ASSURANCE

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

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- B. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings. If discrepancies are discovered, notify Architect and Contractor promptly.
- B. General:

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
2. Establish limits on use of Project site.
3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
4. Inform installers of lines and levels to which they must comply.
5. Check the location, level and plumb, of every major element as the Work progresses.
6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.

2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 3. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous construction waste.
 - 2. Recycling nonhazardous construction waste.
 - 3. Disposing of nonhazardous construction waste.
- B. Related Requirements:
 - 1. Section 024119 "Selective Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements.

1.2 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.3 ACTION SUBMITTALS

- A. Waste Management Plan: Submit/Upload plan to OMS within 7 days of date established for the Notice to Proceed.

1.4 INFORMATIONAL SUBMITTALS

- A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, upload report to OMS. Include the following information:
 - 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
 - 5. Quantity of waste recycled, both estimated and actual in tons
 - 6. Total quantity of waste recovered (salvaged plus recycled) in tons
 - 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.

- B. Waste Reduction Calculations: Before request for Substantial Completion, submit calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- C. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- D. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- E. 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.
- F. 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.
- G. Qualification Data: For waste management coordinator.

1.5 QUALITY ASSURANCE

- A. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of projects with similar requirements.
- B. Waste Management Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination."

1.6 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to ASTM E 1609 and requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of demolition 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.
 - Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 2. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 3. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and

4. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
5. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan.
- 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 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 Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work:
 1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until installation.
 4. Protect items from damage during transport and storage.
 5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
- B. Salvaged Items for Sale or Donation: Not permitted on Project site.
- C. Salvaged Items for Owner's Use:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

3.3 RECYCLING [DEMOLITION] [AND] [CONSTRUCTION] WASTE, GENERAL

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

3.4 RECYCLING DEMOLITION WASTE

- A. Metals: Separate metals by type.
1. Structural Steel: Stack members according to size, type of member, and length.
 2. Remove and dispose of bolts, nuts, washers, and other rough hardware.
- B. Carpet and Pad: Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.
1. Store clean, dry carpet and pad in a closed container or trailer provided by Carpet Reclamation Agency or carpet recycler.
- C. Carpet Tile: Remove debris, trash, and adhesive.
1. Stack tile on pallet and store clean, dry carpet in a closed container or trailer provided by Carpet Reclamation Agency or carpet recycler.
- D. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
- E. Conduit: Reduce conduit to straight lengths and store by type and size.

3.5 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. 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.
- C. Gypsum Board: Stack large clean pieces on wood pallets or in container 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.

3.6 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: Do not burn waste materials.
- C. Burning: Burning of waste materials is permitted only at designated areas on Owner's property, provided required permits are obtained. Provide full-time monitoring for burning materials until fires are extinguished.
- D. Disposal: Remove waste materials and dispose of at designated spoil areas on Owner's property.
- E. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

1.2 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Idaho Division of Public Works Close-Out requirements, including "Conditions Precedent to Final Payment" list. The "Project Finalization" form is required unless specifications indicate otherwise.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.5 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.

3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
 5. Submit test/adjust/balance records.
 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 3. Complete startup and testing of systems and equipment.
 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 5. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 6. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 7. Complete final cleaning requirements, including touchup painting.
 8. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
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.

1.6 FINAL COMPLETION PROCEDURES

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection to determine 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.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

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

1.8 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: 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, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.

- f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- h. Sweep concrete floors broom clean in unoccupied spaces.
- i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
- j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
- k. Remove labels that are not permanent.
- l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- m. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

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

END OF SECTION

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
1. Operation and maintenance documentation directory manuals.
 2. Emergency manuals.
 3. Systems and equipment operation manuals.
 4. Systems and equipment maintenance manuals.
 5. Product maintenance manuals.

1.2 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
1. Design Professional will comment on whether content of operation and maintenance submittals is acceptable.
 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format:
1. Submit by uploading to web-based project software site. Enable reviewer comments on draft submittals.
 2. Submit three paper copies. Design Professional, will return two copies.
- C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 7 (seven) days before commencing demonstration and training. Design Professional will return copy with comments.
1. Correct or revise each manual to comply with Design Professional's comments. Submit copies of each corrected manual within 15 days of receipt of Design Professional's comments and prior to commencing demonstration and training.
- D. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.3 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.

2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, post-type binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 2. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

1.4 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
1. Title page.
 2. Table of contents.
 3. Manual contents.
- B. Title Page: Include the following information:
1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name and contact information for Contractor.
 6. Name and contact information for Construction Manager.
 7. Name and contact information for Design Professional.
 8. Name and contact information for Commissioning Authority.
 9. Names and contact information for major consultants to the Design Professional that designed the systems contained in the manuals.
 10. Cross-reference to related systems in other operation and maintenance manuals.

- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

1.5 EMERGENCY MANUALS

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Content: Organize manual into a separate section for each of the following:
 - 1. Type of emergency.
 - 2. Emergency instructions.
 - 3. Emergency procedures.
- C. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
 - 1. Fire.
 - 2. Flood.
 - 3. Gas leak.
 - 4. Water leak.
 - 5. Power failure.
 - 6. Water outage.
 - 7. System, subsystem, or equipment failure.
 - 8. Chemical release or spill.
- D. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- E. Emergency Procedures: Include the following, as applicable:
 - 1. Instructions on stopping.
 - 2. Shutdown instructions for each type of emergency.
 - 3. Operating instructions for conditions outside normal operating limits.
 - 4. Required sequences for electric or electronic systems.
 - 5. Special operating instructions and procedures.

1.6 SYSTEMS AND EQUIPMENT OPERATION MANUALS

- A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
- B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 2. Performance and design criteria if Contractor has delegated design responsibility.
 3. Operating standards.
 4. Operating procedures.
 5. Operating logs.
 6. Wiring diagrams.
 7. Control diagrams.
 8. Piped system diagrams.
 9. Precautions against improper use.
 10. License requirements including inspection and renewal dates.
- C. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.
 7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.
- D. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
 2. Equipment or system break-in procedures.
 3. Routine and normal operating instructions.
 4. Regulation and control procedures.
 5. Instructions on stopping.
 6. Normal shutdown instructions.
 7. Seasonal and weekend operating instructions.
 8. Required sequences for electric or electronic systems.
 9. Special operating instructions and procedures.
- E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

- F. Piped Systems: Diagram piping as installed, and identify color coding where required for identification.

1.7 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.
- B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds, as described below.
- C. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.
- H. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1.8 PRODUCT MAINTENANCE MANUALS

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

END OF SECTION

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.

1.2 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit copies of record Drawings as follows:
 - a. Final Submittal:
 - 1) Submit 1 paper-copy set(s) of marked-up record prints.
 - 2) Submit PDF electronic files of scanned record prints.
 - 3) Print each drawing, whether or not changes and additional information were recorded.

B. Record Specifications: Submit one paper copy and annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.

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

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised Drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it.
 - c. Record and check the markup before enclosing concealed installations.
2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.

4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file with comment function enabled.
 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 4. Identification: As follows:
 - a. Project name.
 - b. DPW Project number
 - c. Date.
 - d. Designation "PROJECT RECORD DRAWINGS."
 - e. Name of Architect.
 - f. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications 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. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. Note related Change Orders and record Drawings where applicable.
- B. Format: Submit record Specifications as annotated PDF electronic file.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

DPW PROJECT NO. 21101
College of Southern Idaho
Upgrade Windows/Doors Shields Building
315 Falls Ave, Twin Falls, Idaho 83301

August 2024

END OF SECTION

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
1. Instruction in operation and maintenance of systems, subsystems, and equipment.
 2. Demonstration and training video recordings.

1.2 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

1.3 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Video Recordings: Submit one copy (1) within seven (7) days of end of each training module.
1. At completion of training, submit complete training manual(s) for Owner's use prepared in same PDF file format required for operation and maintenance manuals specified in Section 017823 "Operation and Maintenance Data."

1.4 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Pre-instruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination."

1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data have been reviewed and approved by Design Professional.

1.6 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
 - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
 - 2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Systems and equipment operation manuals.
 - c. Systems and equipment maintenance manuals.
 - d. Product maintenance manuals.
 - e. Project Record Documents.
 - f. Identification systems.
 - g. Warranties and bonds.
 - h. Maintenance service agreements and similar continuing commitments.
 - 3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
 - 4. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.

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

1.7 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."
- B. Set up instructional equipment at instruction location.

1.8 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
- C. Scheduling: Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner, through Design Professional, with at least ten (10) days' advance notice.
- D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- E. Cleanup: Collect used and leftover educational materials and remove from Project. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

1.9 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- A. General: Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
 - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Digital Video Recordings: Provide high-resolution, digital video.
 - 1. Submit video recordings on USB thumb drive.
- C. Recording: Display continuous running time.
- D. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

END OF SECTION

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Salvage of existing items to be reused or recycled.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage.
- C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. Pre-demolition Photographs or Video: Submit before Work begins.
- C. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician.

1.4 CLOSEOUT SUBMITTALS

- A. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.5 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.6 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
1. Hazardous materials will be removed by Owner before start of the Work.

2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
1. Maintain fire-protection facilities in service during selective demolition operations.

1.7 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- D. Survey of Existing Conditions: Record existing conditions by use of preconstruction photograph.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
1. Comply with requirements for existing services/systems interruptions specified in Section 011000 "Summary."

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Comply with requirements for access and protection specified in Section 01500 "Temporary Facilities and Controls."

- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
 - 4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 5. Dispose of demolished items and materials promptly.
- B. Removed and Reinstalled Items:
 - 1. Clean and repair items to functional condition adequate for intended reuse.
 - 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 - 3. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

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

3.6 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION

SECTION 084113 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Exterior storefront framing.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include plans, elevations, sections, full-size details, and attachments to other work.
 - 1. Show connection to and continuity with adjacent thermal, weather, air, and vapor barriers.
- C. Samples: For each exposed finish required.
- D. Entrance Door Hardware Schedule: Prepared by or under supervision of supplier, detailing fabrication and assembly of entrance door hardware, as well as procedures and diagrams.
- E. Delegated-Design Submittal: For aluminum-framed entrances and storefronts indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.4 INFORMATIONAL SUBMITTALS

- A. Energy Performance Certificates: NFRC-certified energy performance values from manufacturer.
- B. Product test reports.
- C. Field quality-control reports.
- D. Sample warranties.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
- B. Testing Agency Qualifications: Qualified according to ASTM E 699 for testing indicated.
- C. Product Options: Information on Drawings and in Specifications establishes requirements for aesthetic effects and performance characteristics of assemblies. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction.

1. Do not change intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If changes are proposed, submit comprehensive explanatory data to Architect for review.

1.7 WARRANTY

A. Special Warranty: Installer agrees to repair or replace components of aluminum-framed entrances and storefronts that do not comply with requirements or that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

B. Special Finish Warranty: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of factory-applied finishes within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design aluminum-framed entrances and storefronts.

B. General Performance: Comply with performance requirements specified, as determined by testing of aluminum-framed entrances and storefronts representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.

1. Aluminum-framed entrances and storefronts shall withstand movements of supporting structure including, but not limited to, story drift, twist, column shortening, long-term creep, and deflection from uniformly distributed and concentrated live loads.

2. Failure also includes the following:

- a. Thermal stresses transferring to building structure.
- b. Glass breakage.
- c. Noise or vibration created by wind and thermal and structural movements.
- d. Loosening or weakening of fasteners, attachments, and other components.
- e. Failure of operating units.

C. Structural Loads:

1. Wind Loads:

- a. Basic Wind Speed: 115-mph
- b. Importance Factor: 1.0
- c. Exposure Category: B

D. Deflection of Framing Members: At design wind pressure, as follows:

1. Deflection Normal to Wall Plane: Limited to edge of glass in a direction perpendicular to glass plane not exceeding 1/175 of the glass edge length for each individual glazing lite or an amount that restricts edge deflection of individual glazing lites to 3/4 inch, whichever is less.
 2. Deflection Parallel to Glazing Plane: Limited to amount not exceeding that which reduces glazing bite to less than 75 percent of design dimension and that which reduces edge clearance between framing members and glazing or other fixed components to less than 1/8 inch].
- E. Structural: Test according to ASTM E 330 as follows:
1. When tested at positive and negative wind-load design pressures, assemblies do not evidence deflection exceeding specified limits.
 2. When tested at 150 percent of positive and negative wind-load design pressures, assemblies, including anchorage, do not evidence material failures, structural distress, or permanent deformation of main framing members exceeding **0.2** percent of span.
 - 3. Test Durations:** As required by design wind velocity, but not less than **10** seconds.
- F. Air Infiltration: Test according to ASTM E 283 for infiltration as follows:
1. Fixed Framing and Glass Area:
 - a. Maximum air leakage of 0.06 cfm/sq. ft. at a static-air-pressure differential of 6.24 lbf/sq. ft.
 2. Entrance Doors:
 - a. Pair of Doors: Maximum air leakage of 1.0 cfm/sq. ft. at a static-air-pressure differential of 1.57 lbf/sq. ft..
 - b. Single Doors: Maximum air leakage of 0.5 cfm/sq. ft. at a static-air-pressure differential of 1.57 lbf/sq. ft..
- G. Water Penetration under Static Pressure: Test according to ASTM E 331 as follows:
1. No evidence of water penetration through fixed glazing and framing areas when tested according to a minimum static-air-pressure differential of 20 percent of positive wind-load design pressure, but not less than 15 lbf/sq.ft.
- H. Energy Performance: Certify and label energy performance according to NFRC as follows:
1. Thermal Transmittance (U-factor): Fixed glazing and framing areas shall have U-factor of not more than 0.28 (Winter) and .26 (Summer) Btu/sq. ft. x h x deg F as determined according to NFRC 100.
 2. Solar Heat Gain Coefficient: Fixed glazing and framing areas shall have a solar heat gain coefficient of no greater than .24 as determined according to NFRC 200.
 3. Condensation Resistance: Fixed glazing and framing areas shall have an NFRC-certified condensation resistance rating of no less than 15 as determined according to NFRC 500.

- I. Thermal Movements: Allow for thermal movements resulting from ambient and surface temperature changes:

1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Trulite CG451 Non-Thermal (2" x 4 1/2" framing system) or comparable product by one of the following:

1. Kawneer North America.
2. Arch Aluminum & Glass Co., Inc.
3. Tubelite.

2.3 FRAMING

- A. Framing Members: Manufacturer's extruded- or formed-aluminum framing members of thickness required and reinforced as required to support imposed loads.

1. Construction: Thermally broken
2. Glazing System: Retained mechanically with gaskets on four sides.
3. Glazing Plane: Per Plans and Details.
4. Finish: Clear anodic finish
5. Fabrication Method: Field-fabricated stick system.

- B. Backer Plates: Manufacturer's standard, continuous backer plates for framing members, if not integral, where framing abuts adjacent construction.

- C. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.

- D. Materials:

1. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
 - a. Sheet and Plate: ASTM B 209.
 - b. Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221.
 - c. Extruded Structural Pipe and Tubes: ASTM B 429/B 429M.
 - d. Structural Profiles: ASTM B 308/B 308M.
2. Steel Reinforcement: Manufacturer's standard zinc-rich, corrosion-resistant primer complying with SSPC-PS Guide No. 12.00; applied immediately after surface preparation and pretreatment. Select surface preparation methods according to recommendations in SSPC-SP COM, and prepare surfaces according to applicable SSPC standard.
 - a. Structural Shapes, Plates, and Bars: ASTM A 36/A 36M.
 - b. Cold-Rolled Sheet and Strip: ASTM A 1008/A 1008M.
 - c. Hot-Rolled Sheet and Strip: ASTM A 1011/A 1011M.

2.4 ENTRANCE DOOR SYSTEMS

- A. Entrance Doors: Trulite standard 500 Wide Stile glazed entrance doors for manual-swing operation.

1. Door Construction: 1 3/4" overall thickness, with minimum 0.188-inch- thick, extruded-aluminum tubular rail and stile members. Mechanically fasten

corners with reinforcing brackets that are deeply penetrated and fillet welded or that incorporate concealed tie rods.

- a. Thermal Construction: High-performance plastic connectors separate aluminum members exposed to the exterior from members exposed to the interior
2. Door Design: See plans for door elevations.
 3. Glazing Stops and Gaskets: Square, snap-on, extruded-aluminum stops and preformed gaskets.
 - a. Provide nonremovable glazing stops on outside of door.

2.5 ENTRANCE DOOR HARDWARE

- A. Entrance Door Hardware: Hardware not specified in this Section. See Section 087100 Door Hardware.

2.6 GLAZING

- A. Glazing: Comply with Section 088000 "Glazing."

2.7 FABRICATION

- A. Form or extrude aluminum shapes before finishing.
- B. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.
- C. Fabricate components that, when assembled, have the following characteristics:
 1. Profiles that are sharp, straight, and free of defects or deformations.
 2. Accurately fitted joints with ends coped or mitered.
 3. Physical and thermal isolation of glazing from framing members.
 4. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
 5. Provisions for field replacement of glazing from interior for vision glass and exterior for spandrel glazing panels.
 6. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
- D. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.
- E. Entrance Door Frames: Reinforce as required to support loads imposed by door operation and for installing entrance door hardware.
- F. Entrance Doors: Reinforce doors as required for installing entrance door hardware.
- G. Entrance Door Hardware Installation: Factory install entrance door hardware to the greatest extent possible. Cut, drill, and tap for factory-installed entrance door hardware before applying finishes.
- H. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

2.8 ALUMINUM FINISHES

- A. Bronze Anodic Finish: AAMA 611, AA-M12C22A31, Class II, 0.010 mm or thicker.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General:

1. Comply with manufacturer's written instructions.
2. Do not install damaged components.
3. Fit joints to produce hairline joints free of burrs and distortion.
4. Rigidly secure nonmovement joints.
5. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
6. Seal perimeter and other joints watertight unless otherwise indicated.

B. Metal Protection:

1. Where aluminum is in contact with dissimilar metals, protect against galvanic action by painting contact surfaces with materials recommended by manufacturer for this purpose or by installing nonconductive spacers.
2. Where aluminum is in contact with concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.

C. Set continuous sill members and flashing in full sealant bed as specified in Section 07920 "Joint Sealants" to produce weathertight installation.

D. Install components plumb and true in alignment with established lines and grades.

E. Install glazing as specified in Section 088000 "Glazing."

F. Entrance Doors: Install doors to produce smooth operation and tight fit at contact points.

1. Exterior Doors: Install to produce weathertight enclosure and tight fit at weather stripping.
2. Field-Installed Entrance Door Hardware: Install surface-mounted entrance door hardware according to entrance door hardware manufacturers' written instructions using concealed fasteners to greatest extent possible.

3.2 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Field Quality-Control Testing: Perform the following test on representative areas of aluminum-framed entrances and storefronts

1. Water-Spray Test: Before installation of interior finishes has begun, areas designated by Architect shall be tested according to AAMA 501.2 and shall not evidence water penetration.

a. Perform a minimum of two tests in areas as directed by Architect.

C. Aluminum-framed entrances and storefronts will be considered defective if they do not pass tests and inspections.

D. Prepare test and inspection reports.

DPW PROJECT NO. 21101
College of Southern Idaho
Upgrade Windows/Doors Shields Building
315 Falls Ave, Twin Falls, Idaho 83301

August 2024

3.3 ENTRANCE DOOR HARDWARE SETS

A. Refer to Section 087100 - DOOR HARDWARE

END OF SECTION

SECTION 087100 - FINISH HARDWARE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes

1. Finish hardware for doors as scheduled and specified herein, including:
 - a. Mechanical hardware for swinging wood and hollow metal doors.
 - b. Mechanical hardware for swinging aluminum storefront and glass entrances.
2. Electro-mechanical devices and access control components as specified herein.
3. Any parts, components, materials, and accessories, whether specified or not, that are required for a complete and operational access control system. Provide access control system with features, capabilities, and operation at each door as specified herein.

B. Related Sections

1. Provide hardware complying with division 01 section "references" as well as the following publications to the extent referenced within this specification.
 - a. Division 08 Section: "Aluminum-Framed Entrances and Storefronts"

C. REFERENCED STANDARDS

D. Provide hardware in accordance with the following standards in addition to those specified in Division 01 Section "References."

1. American National Standards Institute (ANSI), A117.1: Accessible and Usable Buildings and Facilities, edition as adopted by local AHJ.
2. Builders Hardware Manufacturer's Association (BHMA).
 - a. ANSI/BHMA A156.3: Exit Devices, 2008 edition.
 - b. ANSI/BHMA A156.4: Door Controls - Closers, 2008 edition.
 - c. ANSI/BHMA A156.13: Mortise Locks and Latches, 2012 edition.
 - d. ANSI/BHMA A156.18: Materials and Finishes, 2006 edition.
3. Door and Hardware Institute (DHI)
 - a. Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames, 2004 edition.
 - b. Installation Guide for Doors and Hardware, 1994 edition.
 - c. Keying Systems and Nomenclature, 2003 edition.
 - d. Sequence and Format for the Hardware Schedule, 2001 edition.
4. National Fire Protection Association (NFPA)
 - a. NFPA 80: Standard for Fire Doors and Other Opening Protectives, edition as adopted by local AHJ.
 - b. NFPA 105: Standard for the Installation of Smoke Door Assemblies and Other Opening Protectives, edition as adopted by local AHJ.
 - c. NFPA 252: Standard Methods of Fire Tests of Door Assemblies, edition as adopted by local AHJ.

E. ADMINISTRATIVE REQUIREMENTS

1. Coordination

- a. Coordinate layout, templating, and installation of work with other sections as required. Provide templates, product information, schedules, and diagrams required to fully coordinate the work.
- b. Coordinate blocking for wall stops and other surface-applied hardware with Division 06 Section "Rough Carpentry."
- c. Coordinate hardware locations and templating with the appropriate Division 08 door and frame sections.
- d. Coordinate conduit and raceways as required for electrical and pneumatic hardware items with the appropriate electrical, access control, intrusion detection, and fire alarm sections.
- e. Coordinate wiring and connections to electrified hardware items with the appropriate electrical, access control, intrusion detection, and fire alarm sections.
- f. Fire Rated Openings: Coordinate with door and frame manufacturer to ensure that total opening complies with requirements for fire doors.

2. Pre-installation Meetings

- a. Upon approval of hardware schedule and wiring diagram submittals and before hardware installation, conduct a pre-installation meeting complying with Division 01 Section "Project Management and Coordination."
- b. Meeting attendees shall include the owner's representative, architect, contractor, hardware supplier, hardware installer, other affected trades, and manufacturer representative(s) for locks, exit hardware, operators, and closers.
- c. Discuss the installation of continuous hinges, locksets, door closers, exit devices, electromechanical finish hardware, and finish hardware. Coordinate installation between trades.
 - 1) Discuss special installation requirements.
 - 2) Inspect and discuss electrical rough-in and other preparatory work performed by other trades.
 - 3) Review sequence of operation for each electrified door opening.
 - 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) Review required testing, inspecting, and certifying procedures.
- d. At the meeting, distribute installation manuals, templates, wiring diagrams, and approved hardware schedule submittals to each attendee.
- e. Notify participants at least five (5) working days before meeting.

3. Keying Meetings

- a. Upon approval of hardware schedule and before ordering locking hardware and key system, conduct a keying meeting complying with Division 01 Section "Project Management and Coordination."
- b. Meeting attendees shall include the owner, owner's security consultant, construction manager, contractor, architect, and hardware supplier's Architectural Hardware Consultant.
- c. Discuss key system requirements and incorporate decisions made during the meeting into the keying schedule submittal.
 - 1) Review each locking function and determine degree of security required at each opening.
 - 2) Review function of building, flow of traffic, and purpose of each area.
 - 3) Determine degree of security at each opening.
 - 4) Determine requirements for future expansion.
 - 5) Discuss requirements for shipping and delivery of keys [and permanent cores].
 - 6) Discuss requirements to interface new cylinders/cores with owner's existing key system.

F. SUBMITTALS

1. General

- a. Provide submittals in accordance with Division 01 Section "Submittal Procedures."
- b. Advise architect within the submittal package of incompatibility or issues which may detrimentally affect the work of this section.
- c. Submittals shall be prepared by or under the supervision of Architectural Hardware Consultant. Stamp submittals with the DHI certification seal and signature of the supervising Architectural Hardware Consultant.
 - 1) Submittals submitted without the above certification seal shall be marked incomplete and returned.
- d. Submittal sequence: Submit product data, hardware schedule, samples, and qualification data concurrently. Coordinate submission of finish hardware schedule with scheduling requirements of other work to facilitate the fabrication of other work that is critical in project construction schedule. Upon approval of first submittal package, submit wiring diagrams and key schedule.

2. Product Data

- a. Submit manufacturer's technical product data for each item of finish hardware, installation instructions, maintenance of operating parts and finish, and other information necessary to show compliance with requirements.
- b. Highlight relevant product information such as model, function, trim, finish, options, electrical requirements, and accessories.

3. Hardware Schedule

- a. Submit hardware schedule detailing fabrication and assembly of finish hardware, as well as procedures and diagrams. Coordinate the final finish hardware sets with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of finish hardware.
 - b. Check specified hardware for suitability and adaptability to details and surrounding conditions. Indicate unsuitable or incompatible items and proposed substitutions.
 - 1) Numerical door index indicating door number, heading number, and architect's specified hardware set number.
 - 2) Identification number, location, hand, fire rating and material of each door and frame.
 - 3) Type, style, function, size, quantity, and finish of each finish hardware item. Include description and function of each lockset and exit device.
 - 4) Complete designations of every item required for each door or opening including name and manufacturer.
 - 5) Fastenings and other pertinent information.
 - a) Where universal-type closers are scheduled, indicate the application method to be used for installation at each door (e.g. regular arm, parallel arm, or top jamb).
 - 6) Location of each finish hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
 - 7) Explanation of abbreviations, symbols, and codes contained in schedule.
 - 8) Mounting locations for finish hardware.
 - 9) Door and frame sizes and materials.
 - 10) Description of each electrified finish hardware function, including location, sequence of operation, and interface with other building control systems.
 - a) Sequence of Operation: Include description of component functions that occur in the following situations: authorized person wants to enter; authorized person wants to exit; unauthorized person wants to enter; unauthorized person wants to exit; loss of power; fire alarm sounds.
 - 11) List of related door devices specified in other Sections for each door and frame.
 - c. Submit, with the hardware schedule, a list of lead times for hardware items.
4. Keying Schedule
- a. Submit keying schedule detailing Owner's final keying instructions for locks. Include schematic keying diagram and index each key set to unique door designations complying with DHI's "Keying Systems and Nomenclature" publication.
5. Shop Drawings

- a. Submit details of electrified finish hardware, indicating the following:
 - 1) System schematic.
 - 2) Point-to-point wiring diagram.
 - 3) Riser diagram.
 - 4) Elevation of each door.
- b. Operation Narrative: Describe the operation of doors controlled by electrified finish hardware
- c. Include specific cable requirements; indicate twisted, shielded, and plenum rated cable requirements where required by manufacture or relevant building codes and standards.

6. Manufacturer's Templates

- a. After final approval of the hardware schedule, provide templates for doors, frames, and other work specified to be factory prepared for the installation of finish hardware. Check shop drawings of other work to ensure that adequate provisions are made for locating and installing finish hardware to comply with indicated requirements. Provide additional templates, template lists, hardware schedules, and product information to other trades upon request.

7. Qualification Certificates

- a. For installer, supplier, and Architectural Hardware Consultant provide letters of certification that indicate compliance with the requirements specified herein. Submit certifications concurrently with hardware schedule submittal. Submittals will not be considered without certifications.
 - 1) Installer: Provide documentation showing installer's past experience.
 - 2) Supplier: Provide letters of certification from the hardware manufacturer stating that the supplier is a factory direct authorized distributor. Provide documentation showing suppliers past experience.
 - 3) Architectural Hardware Consultant: Provide certificate showing consultant holds the required certificate(s) from DHI.

G. CLOSE OUT SUBMITTALS

1. General

- a. Upon substantial completion, provide two (2) copies of the closeout submittals complying with Division 01 Section "Close Out Submittals."

2. Operation and Maintenance Data

- a. Provide operation and maintenance manuals that include the following for each hardware item:
 - 1) Project information including contact information for architect, contractor, supplier, installer, Architectural Hardware Consultant, and local representative of each hardware manufacturer.
 - 2) Complete information on care, maintenance, adjustment, repair and replacement of parts, and preservation of finishes.

- 3) Product data, templates, installation information, service manual, and parts lists.
 - 4) Copy of final hardware and keying schedules and wiring diagrams for each opening connected to either 120V or low voltage power. Edit schedules and diagrams to reflect "As installed" conditions.
3. Warranty Documentation
- a. Provide information required for warranty service or replacement of each hardware item including:
 - 1) Warranty certificates from manufacturer stating warranty period and conditions, complying with warranty requirements specified herein.
 - 2) Copy of manufacturer's order confirmation or original packing slip with manufacturer's original order #, date of manufacture, and ship date.
4. Maintenance Material Submittals
- a. Maintenance Tools: Furnish a complete set of specialized tools and maintenance instructions need for owner's continued adjustment, maintenance, removal, and replacement of finish hardware.
5. Qualifications
- a. Supplier Qualifications: Supplier shall have documented experience in the supply of finish hardware for five (5) years or for three prior projects similar in scope, size, and quality. Supplier shall have an Architectural Hardware Consultant, complying with the requirements specified herein, available to properly handle, detail, and service hardware in a satisfactory manner. Architectural Hardware Consultant shall be available during the course of the work to consult with contractor, architect, and owner about finish hardware and keying.
 - 1) Supplier shall be a certified direct distributor and be a full sales and service organization for the manufacturer(s) listed.
 - 2) Supplier shall have warehousing facilities within 50 miles of the project site.
 - b. Installer Qualifications: Installer shall have documented experience in the installation of finish hardware for five (5) years or for three prior projects similar in scope, size, and quality.
 - c. Manufacturer Sourcing Qualifications: Obtain each type of finish hardware (hinges, latch & locksets, exit devices, closers, etc.) from a single manufacturer, although several may be indicated as offering products complying with requirements.
 - d. Architectural Hardware Consultant Qualifications: A person who is certified by DHI as an Architectural Hardware Consultant (AHC) or Architectural Openings Consultant (AOC) and is enrolled in the DHI Continuing Education Program. Consultant shall be experienced in providing consulting services for finish hardware installations that are comparable in material, design, and extent indicated.

H. DELIVERY, STORAGE, AND HANDLING

1. Marking and Packaging

- a. Package hardware items manufacturer's standard packaging, clearly marked with hardware set number correlating to finish hardware schedule and architect's door number.

2. Delivery and Acceptance

- a. Coordinate with construction schedule and deliver packaged hardware items to place of installation (e.g. project site, fabrication shop). Upon delivery, inspect and inventory finish hardware. Immediately notify supplier of defective or missing items.
- b. Deliver keys and cores to owner by registered mail or overnight package service. Ship keys separately from cores.

3. Storage and Handling

- a. Provide secure, dry storage area complying with Division 01 Section "Product Storage and Handling Requirements" for finish hardware delivered to the project site, but not yet installed. Store items on shelves or pallets to prevent damage.
- b. Control handling and installation of hardware items that are not immediately replaceable so that completion of work will not be delayed by hardware losses both before and after installation.

I. WARRANTY

1. General Warranty

- a. Provide a written warranty, executed by the product manufacturer agreeing to repair or replace components of finish hardware that fail in materials or workmanship within the specified warranty period.

1) Failures include, but are not limited to, the following:

- a) Structural failures including excessive deflection, cracking, or breakage.
- b) Faulty operation of operators and finish hardware.
- c) Deterioration of metals, metal finishes, and other materials beyond normal wear.

2) Warranty Period: Two (2) years from date of Substantial Completion except for:

- a) Structural failures including excessive deflection, cracking, or breakage.
- b) Faulty operation of operators and finish hardware.
- c) Deterioration of metals, metal finishes, and other materials beyond normal wear.

3) Warranty Period: Two (2) years from date of Substantial Completion, except for:

- a) Mortise Locksets: Five (5) years from date of Substantial Completion.

b) Exit Devices: Three (3) years from date of Substantial Completion.

c) Door Closers: Ten (10) years from date of Substantial Completion.

d) Electrified Hardware Items: One (1) year from date of Substantial Completion.

J. PRODUCTS

1. Manufacturers

- a. Provide hardware from the approved manufacturers as noted in hardware schedule.
- b. Substitutions submitted, no later than 10 business days prior to bid and complying with Division 01 Section "Substitutions" requirements will be reviewed for conformance to basis of design. Substitutions found in compliance will be approved by bid addendum.

K. MATERIALS

1. General

- a. Manufacturer's Name Plate: Do not use manufacturers' products that have manufacturer's name or trade name displayed in a visible location (omit removable nameplates) except in conjunction with required fire-rated labels and as otherwise acceptable to Architect.
- b. Base Metals: Produce hardware units of basic metal and forming method indicated using manufacturer's standard metal alloy, composition, temper, and hardness, but in no case of lesser (commercially recognized) quality than specified for applicable hardware units for finish designations indicated.
- c. Provide hardware manufactured to conform to published templates generally prepared for machine screw installation. Do not provide hardware that has been prepared for self-tapping sheet metal screws, except as specifically indicated.

2. Fasteners

- a. Furnish screws for installation with each hardware item. Provide Phillips flat-head screws except as otherwise indicated. Furnish stainless steel (exposed under any condition) screws to match hardware finish or, if exposed in surfaces of other work, to match finish of this other work as closely as possible including "prepared for paint" surfaces to receive painted finish.
- b. Provide concealed fasteners for hardware units that are exposed when door is closed except to the extent no standard units of type specified are available with concealed fasteners. Use through bolts only as indicated in this section unless their use is the only means of reinforcing the work adequately to fasten the hardware securely. Where thru-bolts are used as a means of reinforcing the work, provide sleeves for each thru-bolt or use sex screw fasteners.

3. Hinges

a. Requirements:

- 1) Screws: Provide Phillips flat-head screws complying with the following requirements.
 - a) For metal doors and frames install machine screws into drilled and tapped holes.
 - b) For wood doors and frames install wood screws.
 - c) For fire-rated wood doors install #12 x 1-1/4-inch, threaded-to-the-head steel wood screws.
- 2) Hinge Pins: Except as otherwise indicated, provide hinge pins as follows:
 - a) Out-Swing Doors with Locks: Non-Removable Pins (NRP).
 - b) Interior Doors: Non-rising pins.
 - c) For fire-rated wood doors install #12 x 1-1/4-inch, threaded-to-the-head steel wood screws.
- 3) Hinge Pins: Except as otherwise indicated, provide hinge pins as follows:
 - a) Out-Swing Doors with Locks: Non-Removable Pins (NRP).
 - b) Interior Doors: Non-rising pins.
 - c) Tips: Flat button and matching plug, finished to match leaves.
- 4) Number of Hinges: At non-rated openings, provide two hinges for each door leaf 60 inches or less in height and one additional hinge for each 30 inches of additional height or portion thereof. At fire rated openings, provide no less than three ball bearing hinges for each door leaf 86 inches or less in height and one additional hinge for each 30 inches of additional height or portion thereof.
- 5) Hinge Width: Where applied trim or closer templating require hinge widths wider than 4-1/2 inches, provide minimum width required. Otherwise, provide hinges 4-1/2 inches in width.
- 6) Hinge Height: Provide hinges 5 inches in height where door leaf exceeds 3'0 in width or where door is a high-use door utilizing panic or push/pull hardware. Otherwise, provide hinges 4-1/2 inches in height.
- 7) Hinge Weight: Provide heavy weight hinges where door leaf exceeds 3'0 in width, at exterior doors, where swing clear hinges are used, and where door utilizes panic or push/pull hardware. Otherwise provide standard weight hinges.

4. Operating Door Trim

a. Door Bolts:

- 1) Requirements:
 - a) Provide bolt model recommended by manufacturer for door material type.
 - b) Provide 1 inch throw stainless steel bolt with 12 inch length unless otherwise scheduled in the sets.

c) Provide a dust proof strike for bottom bolt at all locations where there is not a threshold.

b. Push Plates, Pull Plates, and Pulls:

1) Requirements:

a) Push Plate: Provide 4 inch by 16 inch by .050 inch push plate constructed of stainless steel. Bevel all four edges.

b) Pull Plate: Provide 4 inch by 16 inch by .050 inch push plate constructed of stainless steel, bevel all four edges. Provide 10 inch center to center (CTC) pull constructed of stainless steel with a diameter of 1 inch.

c) Offset Pull: Provide 10 inch center to center (CTC) pull with a 4 inch offset constructed of stainless steel with a diameter of 1 inch.

d) Push: Push bar shall be constructed of stainless steel with a diameter of 1 inch.

e) Push/Pull Bar: Provide 10 inch center to center (CTC) pull with a 4 inch offset and door pull equal to door width less 3 inches. Push/pull bar shall be constructed of stainless steel with a diameter of 1 inch.

5. Locks and Latches

a. General:

1) Lock Chassis: Shall be made from steel, with locking spindles of stainless steel.

2) Latch Bolt: Shall be constructed of stainless steel with 3/4 inch throw on mortise locks and 1/2 inch throw otherwise. Latch to be deadlocking on keyed functions.

3) Lever Trim: Shall be pressure cast brass, bronze, zinc, or steel with wrought rose design. Levers are to be solid with no voids or plastic inserts.

4) Fire Rating: Lock shall be listed for up to 3 hours.

5) Strike Plates: Provide ANSI 4-7/8 inch strike plates. At pairs of doors, provide strike with 7/8 inch flat lip. At single doors, provide round-lipped strike with lip length as required to minimally clear jamb and trim. Provide dust box at each strike location.

b. Mortise Locks

1) Requirements:

a) ANSI Grade: BHMA/ANSI A156.13, Series 1000, Grade 1.

b) Deadbolt: Shall be constructed of stainless steel and include security roller pins. Shall have a minimum 1 inch throw.

c) Spring Cages: Lock shall have individual external spring cages for each lever.

d) Lever Spindles: Provide lockset with independent, breakaway type lever spindles. Spindles that are continuous through the lock case are not acceptable.

- e) Hub Blocking: Provide lockset with a hub blocking plate to resist unauthorized entry.
- f) Thumbturns: Provide thumbturns as enlarged, ADA designated style thumbturns.
- g) Visual Indicator: Where scheduled, provide visual indicator showing "Vacant" or "Occupied."

6. Cylinders and Cores

a. Requirements:

- 1) Full Size Interchangeable Cylinders: Provide cylinders of quantity and type and with the appropriate cam/tailpiece to be compatible with the locking hardware provided. Provide cylinder housings ready to accept 6-pin, Full-Size Interchangeable Cores (FSIC).
 - a) Temporary Construction Keying: Provide each cylinder housing and/or lock lever with keyed construction core during the construction period. Cores will remain property of the contractor and will be returned upon installation of owner's permanent key system.
 - b) Permanent Cores: Provide factory keyed cores that are utility patented until at least 2029. Provide cores with a geographically exclusive factory-restricted keyway. Ship cores directly to owner's representative. At substantial completion, accompany the owner's representative while replacing temporary construction cores with the owner's permanent key system.
- 2) Conventional Cylinders: Provide cylinders of quantity and type and with the appropriate cam/tailpiece to be compatible with the locking hardware provided. Provide factory keyed 6-Pin conventional cylinders that are utility patented until at least 2029. Provide cylinders with a geographically exclusive factory-restricted keyway.
- 3) Keys: Provide cylinder manufacturer's standard keys. Keys shall be shipped separate from cores directly to owner's representative. For estimating purposes, provide keys in the following quantities:
 - a) Construction Control Keys: 2 each
 - b) Construction Change Keys: 12 each
 - c) Permanent Control Keys: 2 each
 - d) Permanent Master Keys: 2 each
 - e) Permanent Change Keys: 4 per core

7. Exit Devices

a. Acceptable Manufacturers:

- 1) Von Duprin: 99 Series
- 2) No Substitution - Facility standard

b. Requirements:

- 1) ANSI Grade: BHMA/ANSI A 156.3, Grade 1.
- 2) Device Construction:

- a) Exit device(s) shall have a mechanism case constructed of extruded aluminum, base plates constructed of cold rolled or cast steel, push pad of extruded aluminum with stainless steel covering, and end caps with flush mounted, sloped design. At full-glass doors, provide exit devices with no exposed fasteners or rivets visible through glass. Where required by stile width, provide narrow-stile type device.
 - b) Latchbolt: Provide Pullman-type deadlocking latch bolts constructed of stainless steel. Latch return springs shall be compression type. Tension and Torsion latch return springs are not acceptable.
 - c) Dogging Mechanism: where dogging or latch-retraction options are not specifically scheduled for non-fire rated doors, provide device with a thumb-turn activated hook-type dogging mechanism constructed of steel.
 - d) Plastic or nylon used for the push pad, or parts in the dogging mechanism or latchbolt mechanism are unacceptable.
 - e) Sound Dampening: Device shall be provided with factory-installed sound dampening materials.
 - f) Provide device type, function, and trim style as indicated in hardware schedules.
- 3) Where exit device(s) are provided for fire rated door, provide with fire listing and label indicating "Fire Exit Hardware". If device is mounted on wood doors, provide sex nuts and bolts.
 - 4) Provide shim kits, filler plates, and other accessories as required for each opening.
 - 5) Unless otherwise indicated in the sets, provide device with roller-type strike.
 - 6) Where scheduled, provide removable mullions by same manufacturer as provided exit devices. Provide mullion stabilizers, key removable option, strike preps, and fire rating as indicated in sets.
8. Overhead Stops and Holders
- a. Requirements:
 - 1) Provide overhead stops and holders as scheduled, sized per manufacturer's recommendations based on door width.
 - 2) Provide concealed overhead stops with adjustable jamb bracket.
 - 3) Where possible without conflicting with other hardware, mount surface overhead stops on least public side of door.
 - 4) Provide stops with any special templates, brackets, plates, or other accessories required for interface with header, door, wall, and other hardware.
9. Weatherstrip and Gasket
- a. General

- 1) Provide weather strip and gasketing as scheduled.
- 2) Size weather strip and gasket to provide a continuous seal around opening and at meeting stiles.

b. Perimeter Seals

- 1) Acceptable Manufacturers:
 - a) Zero: 8305AA 429A 188S-BK 488S-BK
 - b) National Guard: A626A 700SA 5050B 2525B
 - c) Pemko: 45041CNB 2891AS S88D PK33D
 - d) Substitutions as approved by Architect/ Owner.

c. Astragals, Meeting Stiles, and Mullion Seals

- 1) Acceptable Manufacturers:
 - a) Zero: 8042S-BK 8193AA 44
 - b) National Guard: 5070B 9605A 139
 - c) Pemko: S772D 18041CNB 357
 - d) Substitutions as approved by Architect/ Owner.

d. Door Bottoms

- 1) Acceptable Manufacturers:
 - a) Zero: 8198AA 8192AA
 - b) National Guard: C627A 601
 - c) Pemko: 3452CNB 18100CNB
 - d) Substitutions as approved by Architect/ Owner.

e. Rain Drips

- 1) Acceptable Manufacturers:
 - a) Zero: 142A
 - b) National Guard: 16A
 - c) Pemko: 346C
 - d) Substitutions as approved by Architect/ Owner.

10. Miscellaneous Hardware

a. Silencers

- 1) Acceptable Manufacturers:
 - a) Ives: SR64 SR65 SR66
 - b) Rockwood: 608 609 608CA
 - c) Hager: 307D 308D
 - d) Substitutions as approved by Architect/ Owner.
- 2) Requirements:
 - a) Where indicated on single openings, provide 3 each grey rubber silencers on lock jamb.
 - b) Where indicated on paired openings, provide 2 each grey rubber silencers on header.

11. Electronic Accessories

a. Power Supplies

1) Requirements:

- a) Provide power supplies, recommended and approved by the manufacturer of the electrified locking component, for the operation of electrified locks, electrified exit devices, magnetic locks, electric strikes, and other components requiring a power supply.
- b) Provide the appropriate quantity of power supplies necessary for the proper operation of the electrified locking component and/or components as recommended by the manufacturer of the electrified locking components with consideration for each electrified component utilizing the power supply, the location of the power supply, and the approved wiring diagrams. Locate the power supplies as directed by the Architect.
- c) Provide a power supply that is regulated and filtered 24 VDC, or as required, and UL class 2 listed.
- d) Options: Provide the following options:

- 2) Provide a power supply, where specified, with the internal capability of charging optional sealed backup batteries 24 VDC, or as required, in addition to operating the DC load.
- 3) Provide sealed batteries for battery back-up at each power supply where specified.
- 4) Provide a power supply complete requiring only 120VAC to the fused input and shall be supplied in an enclosure.

b. Keyswitches and Push Buttons

1) Requirements:

- a) Keyswitches: Provide single gang keyswitch with momentary/maintained switches as indicated in the sets. Provide with LED indicator lights as indicated in the sets.
- b) Push Buttons: Provide mushroom style push buttons with color and text as indicated in the sets. Where indicated, provide LED indicator lights and delayed return push button.

L. FINISHES

1. Match items to the manufacturer's standard color and texture finish for the latch and locksets (or push-pull units if no latch or locksets).
2. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware.
3. The designations used in schedules and elsewhere to indicate hardware finishes are those listed in ANSI/BHMA A156.18, "Materials and Finishes," including coordination with the traditional U.S. finishes shown by certain manufacturers for their products.

4. The designations used in schedules and elsewhere to indicate hardware finishes are the industry-recognized standard commercial finishes, except as otherwise noted.
 - a. Brushed Stainless Steel, no coating: ANSI 630.
 - b. Satin Chrome, Bronze Coated: ANSI 626, ANSI 652.
 - c. Powder Coated Aluminum finish: ANSI 689.
 - d. Saddle and Panic Thresholds: Mill Aluminum finish.
 - e. Weatherstrip and Gasket: Clear Anodized Aluminum finish.
- M. EXECUTION
1. EXAMINATION
 - a. Verify conditions of walls, flooring, doors, frames, and hardware are satisfactory for installation of hardware.
 - 1) Prior to installing doors and hardware, wash down of masonry and painting or staining of doors and frames shall be completed.
 - 2) Verify that walls have blocking behind wall mounted stop locations. Verify that flooring does not interfere with door or hardware operation.
 - 3) Ensure that frames are installed plumb, square, and true. Verify that doors and frames are properly sized and handed and are correctly prepared for hardware installation.
 - 4) Verify function, quantity, type, hand, and finish of hardware to be installed with the approved hardware schedule.
 - 5) Verify that electrical rough-in is complete and correctly located for each door.
 - b. Conditions that do not allow proper installation of hardware shall be corrected before proceeding.
 2. INSTALLATION
 - a. General
 - 1) Install door hardware in accordance with manufacturer's recommended procedures and methods.
 - b. Hardware Mounting Heights
 - 1) Mount door hardware units at heights indicated, as follows, unless otherwise indicated or required to comply with governing regulations.
 - a) Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
 - b) Custom Steel Doors and Frames: DHI's "Recommended Locations for Builders' Hardware for Custom Steel Doors and Frames."
 - c) Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
 - c. Clearances

- 1) Install doors, both rated and non-rated, in accordance with NFPA 80 requirements for door clearances as follows.
 - a) 1/8 inch between door and frame head and jambs for wood doors.
 - b) 3/8 inch between door and frame head and jambs for metal doors.
 - c) 1/8 inch at meeting stiles of pairs of doors.
 - d) 3/4 inch undercut maximum.
 - d. Surface Mounted Door Closers
 - 1) Install surface mounted door closers on room side of openings, except where prohibited by scheduled hardware. Use appropriate arms, spacers, brackets, and accessories to properly install surface mounted door closers. Adjust spring power to the appropriate setting to ensure the doors reliably close under normal operating conditions
 - e. Wall Mounted Door Stops and Holders
 - 1) Locate wall mounted door stops at the appropriate height and location to properly contact protruding door trim.
 - f. Gasketing
 - 1) Install gasketing to provide a continuous seal around the perimeter of the opening. Install soffit mounted hardware using the proper brackets, spacers, and accessories to allow proper installation without cutting or notching gasketing material or mounting channels.
 - g. Thresholds and Saddles
 - 1) Trim, cut, and notch thresholds and saddles neatly to minimally fit the profile of the door frame. Thresholds and saddles shall be set in full bed of butyl-rubber or polyisobutylene mastic sealant.
3. FIELD QUALITY CONTROL
- a. Architectural Hardware Consultant: Architect will engage a qualified Architectural Hardware Consultant to perform inspections and to prepare inspection reports.
 - b. Architectural Hardware Consultant will inspect door hardware and state in each report whether installed work complies with or deviates from requirements, including whether door hardware is properly installed and adjusted.
4. ADJUSTING
- a. After building HVAC system is balanced and adjusted, conduct final adjustment of door closers. Verify spring power of the surface mounted door closer is properly adjusted to close and latch the door and to comply with the opening force requirements of ANSI A117.1 as follows:
 - 1) Doors with Closers shall take five (5) seconds to close from 90 degrees to 12 degrees.

2) Interior, non-fire rated swinging doors shall open with a maximum of 5 lbs of pressure.

3) Exterior doors and fire rated doors shall open with the minimum amount of pressure required to positively close and latch the door.

5. CLEANING AND PROTECTION

a. Clean adjacent surfaces soiled by door hardware installation.

b. Clean operating items as necessary to restore proper function and finish.

c. Provide final protection and maintain conditions that ensure that door hardware is without damage or deterioration at time of Substantial Completion.

6. SCHEDULE

a. The following schedule of hardware sets shall be considered a guide and the supplier is cautioned to refer to special conditions, and the full requirements of this section. It shall be the hardware supplier's responsibility to furnish all required hardware.

b. Where items of hardware are not definitely or correctly specified and are required for completion of the Work, a written statement of such omission, error, conflict, or other discrepancy shall be sent to the Architect, prior to date specified for receipt of bids, for clarification by addendum.

c. Adjustments to the Contract Sum will not be allowed for omissions or items of hardware not clarified prior to bid opening.

END OF SECTION 087100

SECTION 088000 - GLAZING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes glazing for the following products and applications, including those specified in other Sections where glazing requirements are specified by reference to this Section.

1.2 PERFORMANCE REQUIREMENTS

1.3 ACTION SUBMITTALS

- A. Product Data: For each glass product and glazing material indicated.
- B. Glass Samples: For each type of glass product other than clear monolithic vision glass; 12 inches square.
- C. Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings.

1.4 QUALITY ASSURANCE

- A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below, unless more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.
1. GANA Publications: GANA's "Laminated Glazing Reference Manual" and GANA's "Glazing Manual."
 2. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."
- B. Safety Glazing Labeling: Where safety glazing labeling is indicated, permanently mark glazing with certification label. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.

1.5 WARRANTY

- A. Manufacturer's Special Warranty for Coated-Glass Products: Manufacturer's standard form in which coated-glass manufacturer agrees to replace coated-glass units that deteriorate within specified warranty period. Deterioration of coated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in coating.
1. Warranty Period: 10 years from date of Substantial Completion.

B. Manufacturer's Special Warranty on Insulating Glass: Manufacturer's standard form in which insulating-glass manufacturer agrees to replace insulating-glass units that deteriorate within specified warranty period. Deterioration of insulating glass is defined as failure of hermetic seal under normal use that is not attributed to glass breakage or to maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.

1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GLASS PRODUCTS, GENERAL

A. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass lites in thicknesses as needed to comply with requirements indicated.

2.2 Products: Subject to compliance with requirements, provide one of the following] available products that may be incorporated into the Work include, but are not limited to, the following:

A. Vision Glazing – Guardian; - Midnight Gray (North American)/SN68(3)

1. North facing and Interior glazing.

a. Vision Glazing – Guardian; - Super Neutral 68 (#3) – Crystal Gray Outboard

B. Heat-Treated Float Glass: ASTM C 1048; Type I; Quality-Q3; Class I (clear) unless otherwise indicated; of kind and condition indicated.

2.3 GLAZING SEALANTS

A. General:

1. Compatibility: Provide glazing sealants that are compatible with one another and with other materials they will contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.

2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.

3. Sealants used inside the weatherproofing system, shall have a VOC content of not more than 250 g/L when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.4 MISCELLANEOUS GLAZING MATERIALS

A. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.

B. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.

C. Spacers: Elastomeric blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).

- D. Cylindrical Glazing Sealant Backing: ASTM C 1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.
- E. Perimeter Insulation for Fire-Resistive Glazing: Product that is approved by testing agency that listed and labeled fire-resistant glazing product with which it is used for application and fire-protection rating indicated.

2.5 INSULATING-GLASS TYPES

- A. Glass Type: Insulated Vision Glass: Insulating glass. Heat Strengthened
 - 1. Overall Unit Thickness: 1" (24.7mm)
 - 2. Thickness of Each Glass Lite: 1/4" (6.0mm)
 - 3. Outdoor Lite: Guardian Midnight Gray (North American)
 - 4. Interspace Content: Air
 - 5. Indoor Lite: Clear float
 - 6. Low-E Coating: Third Surface – Sun Guard SN68(#3) – color gray
 - 7. Visible Light Transmittance: 7% percent minimum.
 - 8. Winter Nighttime U-Factor: 0.29 maximum.
 - 9. Summer Daytime U-Factor: 0.28 maximum.
 - 10. Solar Heat Gain Coefficient: 0.12 or 0.13 maximum.
- B. Glass Type: Insulated Vision Glass: Insulating glass. Heat Strengthened
 - 1. Overall Unit Thickness: 1" (24.7mm)
 - 2. Thickness of Each Glass Lite: 1/4" (6.0mm)
 - 3. Outdoor Lite: Guardian Crystal Gray (North American)
 - 4. Interspace Content: Air
 - 5. Indoor Lite: Clear Float
 - 6. Visible Light Transmittance: 48% percent minimum
 - 7. Winter Nighttime U-Factor: 0.29 maximum.
 - 8. Summer Daytime U-Factor: 0.28 maximum.
 - 9. Solar Heat Gain Coefficient: 0.35 maximum
- C. Glass Type : Ceramic-coated, low-E, insulating spandrel glass.
Coating Color: As selected by Architect from manufacturer's full range.
Overall Unit Thickness: 1 inch (25 mm).
Minimum Thickness of Each Glass Lite: 6 mm.
Outdoor Lite: Fully tempered float glass.
Interspace Content: Argon.
Indoor Lite: Fully tempered float glass.
Opaque Coating Location: Fourth surface.
Winter Nighttime U-Factor: .29 maximum.

PART 3 - ION

3.1 GLAZING, GENERAL

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Adjust glazing channel dimensions as required by Project conditions during installation to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.

- C. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.
- D. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
- E. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- F. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- G. Provide spacers for glass lites where length plus width is larger than 50 inches.
- H. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.

3.2 CLEANING AND PROTECTION

- A. Protect exterior glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface. Remove nonpermanent labels and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended in writing by glass manufacturer.
- C. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains; remove as recommended in writing by glass manufacturer.
- D. Remove and replace glass that is broken, chipped, cracked, or abraded or that is damaged from natural causes, accidents, and vandalism, during construction period.

END OF SECTION