

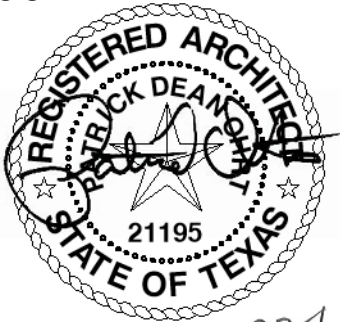
Project Manual and Specifications



Gulf Bend Center Second & Third Floor Renovations

6502 Nursery Drive, Suite 100
Victoria, Texas 77904

Project #1050-0124
October 11, 2024



Contact RMA Architects Patrick Ohrt 361-573-1642 for all
Proposal Documents, Addendum, Substitution Requests, Questions



SECTION 00 01 01 - TITLE PAGE

TITLE AND LOCATION OF THE WORK:

GULF BEND CENTER SECOND & THIRD FLOOR RENOVATIONS
GULF BEND REGIONAL PLAZA
6502 NURSERY DRIVE, SUITE 100
VICTORIA, TEXAS 77904



NAME AND ADDRESS OF THE OWNER:

GULF BEND CENTER
6502 NURSERY DRIVE, SUITE 100
VICTORIA, TEXAS 77904

NAME AND ADDRESS OF THE ARCHITECT-ENGINEER:

RAWLEY MCCOY AND ASSOCIATES, PLLC
ARCHITECTS AND INTERIOR DESIGNERS
311 E. CONSTITUTION ST., SUITE 210
VICTORIA, TEXAS 77901
(361) 573-1642

TITLE OF DOCUMENTS BOUND HEREWITH:

TITLE PAGE
TABLE OF CONTENTS
INDEX OF DRAWINGS
BIDDING REQUIREMENTS
CONTRACT DOCUMENTS

DATE:

OCTOBER 11, 2024

PROJECT NUMBER:

1050-0124

END OF SECTION 00 01 01

SECTION 00 01 10 - TABLE OF CONTENTS



DIVISION 00 - INTRODUCTORY INFORMATION

00 01 01 TITLE PAGE
00 01 10 TABLE OF CONTENTS
00 01 15 LIST OF DRAWINGS
00 01 16 NOTICE TO PROPOSERS
00 21 13 INSTRUCTIONS TO PROPOSERS
00 43 23 PROPOSAL FORM
00 45 18 CONFLICT OF INTEREST QUESTIONNAIRE
00 45 19 NON-COLLUSION AFFIDAVIT
00 45 20 CERTIFICATE OF AUTHORITY AND INCUMBENCY
00 63 57 CHANGE ORDER REQUEST FORM
00 63 58 CHANGE ORDER REQUEST FORM SUBCONTRACTOR
00 63 64 TIME EXTENSION REQUEST DUE TO ADVERSE WEATHER
00 72 00 GENERAL CONDITIONS
00 73 00 SUPPLEMENTARY GENERAL CONDITIONS

DIVISION 01 – GENERAL REQUIREMENTS

01 11 00 SUMMARY OF WORK
01 21 00 ALLOWANCES
01 25 00 SUBSTITUTION PROCEDURES
01 25 01 SUBSTITUTION REQUEST FORM
01 29 00 PAY APPLICATIONS
01 30 00 ADMINISTRATIVE REQUIREMENTS
01 32 16 CONSTRUCTION PROGRESS SCHEDULE
01 33 00 SUBMITTAL PROCEDURES
01 41 00 TESTING LABORATORY SERVICES
01 45 00 QUALITY CONTROL
01 50 00 TEMPORARY FACILITIES AND CONSTRUCTION
01 77 00 PROJECT CLOSEOUT
01 78 39 RECORD DOCUMENTS, AS-BUILT DRAWINGS

DIVISION 02 – EXISTING CONDITIONS

02 41 00 DEMOLITION

DIVISION 03 – 04

NOT USED

DIVISION 05 – METALS

05 40 00 COLD-FORMED METAL FRAMING

DIVISION 06 - WOOD PLASTICS AND COMPOSITES

06 10 00 ROUGH CARPENTRY
06 20 23 FINISH CARPENTRY

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 21 00 THERMAL AND ACOUSTICAL INSULATION
07 90 00 JOINT SEALANTS

DIVISION 08 - OPENINGS
NOT USED

DIVISION 09 – FINISHES

09 21 16 GYPSUM BOARD ASSEMBLIES
09 30 00 TILING
09 51 13 ACOUSTICAL PANEL CEILINGS
09 65 13 RESILIENT WALL BASE
09 65 16 COMMERCIAL VINYL FLOORING
09 68 13 MODULAR FLOORING
09 90 00 PAINTING AND COATING

DIVISION 10 - 11
NOT USED

DIVISION 12 – FURNISHINGS
12 34 10 CASEWORK

DIVISIONS 13 – 32
NOT USED



END OF SECTION 00 01 10

SECTION 00 01 15 – LIST OF DRAWINGS

GENERAL

- G1.01 COVER SHEET
- G1.02 ADA DETAILS AND MOUNTING HEIGHTS

ARCHITECTURAL

- A1.01 LEVEL 2 DEMOLITION PLAN AND FLOOR PLAN
- A1.02 LEVEL 2 FINISH PLAN
- A1.03 LEVEL 2 DEMOLITION PLAN AND FLOOR PLAN
- A1.04 LEVEL 2 FINISH PLAN
- A2.01 ENLARGED PLANS, DETAILS AND CASEWORK ELEVATIONS



END OF SECTION 00 01 15

SECTION 00 11 16 – NOTICE TO PROPOSERS

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

NOTICE: Gulf Bend Center is seeking Proposals for **Gulf Bend Center's First Floor Renovation** until **2:00 p.m., Tuesday November 05, 2024**. Proposals will be received by Gulf Bend personnel in the Second Floor Elevator Lobby at 6502 Nursery Drive, Victoria, Texas 77904. Proposals will then be opened privately at a time determined by the Board of Directors and formal action on proposals will be considered. Proposals shall include all materials, labor, permits, fees, bonds and insurance.

A **pre-proposal conference** will be held at 2:00 p.m., Tuesday, October 22, 2024, at the site located at 6502 Nursery Drive, Victoria, Texas 77904. Proposals received after the stated time and date or from a proposer who did not attend the mandatory pre-proposal conference will be returned to the proposer unopened.

Proposal documents may be obtained through a link provided on the Gulf Bend Center website (www.gulfbend.org – click on RFP/Contracts) or by contacting the architect, Rawley McCoy & Associates, PLLC, at 311 E. Constitution St., Suite 210, Victoria, Texas 77901 or by calling (361) 573-1642. Documents in PDF format will be e-mailed to proposers on request. Architect can also provide a PDF copy of the proposal documents on a CD for a non-refundable fee of \$20.00.

Contact RMA Architects for all Proposal Documents, Addendum, Substitution Requests, and/or Questions. (Patrick Ohrt 361-573-1642)

All proposals equal to or greater than \$100,000.00 including any additive alternates, must be accompanied by proposal security in the form of a cashier's check, certified check or proposal bond made payable without recourse to Gulf Bend Center in an amount equal to or not less than 5% of the proposal amount including any additive alternates. Performance and labor and material payment bonds will be required equal to 100% of the contract amount, if equal to or more than \$100,000.00. Payment Bonds, only, are required if proposal is equal to or greater than \$25,000.00, but less than \$100,000.00.

No proposals may be withdrawn for a period of 45 days subsequent to the opening of the proposals without consent of the Gulf Bend Center. All proposal securities will be retained until contracts have been awarded and executed, but no longer than 45 days. Gulf Bend Center reserves the right to reject any and/or all proposals and to accept any proposal deemed by Gulf Bend Center as providing the best value for and being most beneficial to the Gulf Bend Center, and to waive all formalities in the proposal process.

END OF SECTION 00 11 16

SECTION 00 21 13 – INSTRUCTIONS TO PROPOSERS

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

Proposers are expected to inform themselves regarding all local conditions and are expected to inspect the site of the work for the **Gulf Bend Center Second and Third Floor Renovation** located at 6502 Nursery Drive, Victoria, Texas 77904.

Proposal documents may be examined at the following locations:

Rawley McCoy & Associates, PLLC
Architects and Interior Designers
1908 N. Laurent, Suite 540
Victoria, TX 77901
361-573-1642

The proposer shall check all proposal documents furnished to them immediately upon receipt of the documents, and shall notify the architect of any discrepancies or conflicts therein. During the time given for preparing proposals, the Architect will give no verbal instructions to the proposers. Written addenda will be issued by the Architect to correct discrepancies and conflicts in the documents or to clarify any items that are not clearly understood.

Proposals are to be based exactly on the proposal documents. Include the materials, manufacturers and processes specified. **No substitutions may be used unless they are incorporated into the proposal documents by addenda. Make requests for substitutions at least 5 days prior to the proposal receipt date.** Provide sufficient technical information on substitution items to allow the architect to make equitable comparison with specified items.

Proposals costs shall be submitted in two parts:

Gulf Bend Center Second and Third Floor Renovation

1. All costs associated with interior renovations of the Second and Third Floor

All costs shall be listed separately for each portion. Cost separation is for Owner use only. Each portion will be constructed simultaneously as one project and will be issued under one contact. Construction Schedule shall include both.

Addenda issued during the course of proposing shall be delivered to each person who previously received a complete set of proposal documents. Addenda will be digitally delivered no later than 1 day prior to the proposal date. Proposers must acknowledge receipt of all addenda received during proposing as provided for on the proposal form. Such acknowledgment will constitute evidence that the proposer has considered all changes and clarifications to the proposal documents included in the addenda in preparing his proposal and will accept inclusion of the addenda in the evaluation and / or negotiation and ultimately in an executed contract for construction.

All proposals must be submitted on proposal forms provided by the Architect and work will be awarded under a single prime contract for the project to one proposer. Any proposal forms with qualifications added may be rejected.

In the event of a difference in written words and figures on the proposal, the amount stated in written words shall govern. A proposer may modify his proposal prior to closing time provided such modification is over the signature of the proposer.

Enclose copies of Proposal form, Proposal security and any other documents required to be submitted in a sealed envelope addressed to Anna Arage, Chief Financial Officer, and clearly labeled as follows:

Proposal on:

GULF BEND CENTER SECOND AND THIRD FLOOR RENOVATION

Proposer's Name

Proposer's Address

Mailed proposals shall be prepared as described above and enclosed in an outer envelope noted: "Competitive Sealed Proposal Enclosed" and addressed to:

Note: for First Class Mail, Express Mail, Overnight Express or Courier Delivery the proposal title must still be indicated clearly on this outer envelope to assure proper receipt and handling.

For First Class or Express Mail:

Attn: Kasie Mundine, Chief Financial Officer, Room 238
Gulf Bend Center
6502 Nursery Drive, Suite 100
Victoria, TX 77904

For Overnight Express or Courier Delivery

Attn: Kasie Mundine, Chief Financial Officer, Room 238
Gulf Bend Center
6502 Nursery Drive, Suite 100
Victoria, TX 77904

Faxed proposals will **not** be accepted.

SCOPE OF PROPOSAL

It is the intent Gulf Bend Center to renovate the portions of the Second and Third Floors of the Gulf Bend Regional Plaza building located at 6502 Nursery Drive, Suite 100, Victoria, Texas 77904. The estimated project budget for the above-described work is in an approximate range of \$650,000.00 to \$700,000.00. It is anticipated that this project may take approximately 200 calendar days to complete.

OFFEROR QUALIFICATIONS

Five days prior to the date for receipt of proposals by Gulf Bend Center, each Offeror shall deliver to the office of the Architect a resume indicating, at a minimum, the number of years Offeror has been in business, background of and length of service of key personnel, a list of previous projects that demonstrates proposer's ability to construct a project similar in scope to the "Gulf Bend Center First Floor Renovation" project. Lists of at least three personal references from recent clients should also be included.

EVALUATION CRITERIA FOR AWARD

Gulf Bend Center *may* consider the following in determining the award of a contract:

- (1) the price;
- (2) the offeror's experience and reputation;
- (3) the quality of the offeror's goods or services;
- (4) the impact on the ability of the governmental entity to comply with rules relating to historically underutilized businesses;
- (5) the offeror's safety record;
- (6) the offeror's proposed personnel;
- (7) whether the offeror's financial capability is appropriate to the size and scope of the project; and
- (8) any other relevant factor specifically listed in the request for bids, proposals, or qualifications.
- (9) consider and apply any existing laws, including any criteria, related to historically underutilized businesses; and
- (10) consider and apply any existing laws, rules, or applicable municipal charters, including laws applicable to local governments, related to the use of women, minority, small, or disadvantaged businesses.

At the stated time and place Gulf Bend Center shall receive and privately open the proposals. Not later than the 45th day after the date of opening the proposals, Gulf Bend Center shall evaluate and rank each proposal submitted in relation to the selection criteria stated above. Price shall mean the Price of the Proposal including any additive alternates. Offeror's Qualifications to be considered will be those presented to the Architect prior to and again on the date of receipt of proposals. Time shall mean the proposed Calendar Days stated on the Proposal Form to complete the project.

In determining best value for Gulf Bend Center Gulf Bend Center is not restricted to considering price alone, but may consider any other factor stated in the selection criteria.

CONTRACTUAL REQUIREMENTS

The list of Standard AIA Contract documents and other contractual information is contained in SECTION 01 30 00 – ADMINISTRATIVE REQUIREMENTS as well as in the General Conditions and Supplemental General Conditions as both referenced and enumerated in the Specifications. The Contract documents are subject to further negotiations and revision prior to execution.

ATTACHMENTS

In addition to the Proposal Form, the following documents must be included in the proposal package for proposal to be considered:

1. Proposal security.
2. Additional copy of Offeror's resume, which was previously delivered to the Architect.
3. Conflict of Interest Questionnaire
4. Non-Collusion Statement
5. Certificate of Authority and Incumbency (For Corporations Only)
6. Certificate of Interested Parties - 1295 Form (online): must be completed by the Contractor prior to an executed contract to be submitted **only upon award of the Contract**.

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

END OF SECTION 00 21 13

SECTION 00 43 23 –PROPOSAL FORM

PROPOSAL DATE: TUESDAY – NOVEMBER 05, 2024
2:00 P.M.

GULF BEND CENTER SECOND AND THIRD FLOOR RENOVATION

(Name of Contractor)

(Street or P. O. Box)

(City, State & Zip)

_____, 2024
(Date)

Kasie Mundine, Chief Financial Officer, Room 238
Gulf Bend Center
6502 Nursery Drive, Suite 100
Victoria, Texas 77904

Dear Kasie Mundine, Chief Financial Officer:

In compliance with the Notice to Proposers and Instructions to Proposers, the undersigned hereby proposes to furnish all labor, material, equipment, permits, fees, bonds and insurance to complete for the Gulf Bend Center Second and Third Floor Renovation project, in strict accordance with the proposal documents dated October 11, 2024 prepared by Rawley McCoy & Associates, PLLC, Architects and Interior Designers and described as follows:

For the base proposal sum of _____
_____ dollars (\$ _____)

We acknowledge receipt of addenda no. _____ to addenda no. _____ inclusive, issued during the time of proposal and have included the changes therein in this proposal.

We agree to bring the project to substantial completion within _____ calendar days from the date of contract or notice to proceed.

In compliance with Article 5 of the General Conditions of the Contract for Construction, we propose to use the following listed subcontractors for work on this project: Failure to list the subcontractors requested below may be used as cause to reject proposal. If a single subcontractor is not known for sure at time of proposal submission, list two or more possible subcontractors under consideration, state no sub proposal received (the assumption will be that general contractor has simply estimated the work) or if the general contractor is going to perform the work themselves list general contractor or GC. Do not leave any lines blank.

- 1. Demolition _____
- 2. Acoustical Ceilings _____
- 3. Flooring _____
- 4. Stud Framing & Gypsum Board _____
- 5. Thermal Insulation _____
- 6. Wood Doors _____
- 7. Painting & Finishing _____
- 8. Millwork _____
- 9. Electrical _____
- 10. Plumbing _____
- 11. Others not previously Noted _____

We have examined the site of the work and the nature and the kind of work to be performed and have informed ourselves of all local conditions and other factors that may affect the cost or difficulties of performance, and we represent that we have had experience in the use of materials and methods of performance specified and that we can and will do the work with the specified materials as contemplated and indicated by the plans and specifications.

Proposal security is enclosed and if written notice of the acceptance of this proposal is mailed, or otherwise delivered to the undersigned within thirty (30) days after the date of opening of the proposal or any time thereafter before this proposal is withdrawn, the undersigned will within ten (10) days after the date of such notice, enter into a contract with the Owner, providing Performance and Labor and Material Payment Bonds and Insurances in accordance with specifications and the proposal as accepted.

Best Regards,

(Company Name)

(Signed)

(Title)

END OF SECTION 00 43 23

00 45 18 - CONFLICT OF INTEREST QUESTIONNAIRE

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

| CONFLICT OF INTEREST QUESTIONNAIRE | | FORM CIQ |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|-----------------------------------------|
| For vendor or other person doing business with local governmental entity | | |
| 1 | | OFFICE USE ONLY Date Received |
| | 1. Name of person who has a business relationship with local governmental entity. | |
| 2. Check this box If you are filing an update to a previously filed questionnaire. <input type="checkbox"/> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate) | | |

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

_____ Name of Officer

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

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

Yes No

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

Yes **No**

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

Yes **No**

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

4.

Signature of person doing business with the governmental entity .

Date

END OF SECTION 00 45 18

00 45 19 - NON-COLLUSION AFFIDAVIT

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

STATE OF TEXAS §

VICTORIA COUNTY §

BEFORE ME, the undersigned authority, on this day personally appeared _____
_____ known to me to be the person whose name
is subscribed to the following, who, upon oath, says:

I am the manager, secretary or other agent or officer of the principal of the Bidder or Proposer in the matter of the bids or proposals to which this affidavit is attached, and I have full knowledge of the relations of the Bidder or Proposer with the other firms in this same line of business, and the Bidder or Proposer is not a member of any trust, pool, or combination to control the price of supplies, materials and/or services bid on, or to influence any person to propose or not to bid thereon.

I further affirm that the Bidder or Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid or proposal.

Affiant (General Contractor)

Printed Name

Title

Company

Subscribed and sworn to before me,
this _____ day of _____, 2024

Notary Public

My Commission Expires _____

END OF SECTION 00 45 19

00 45 19 - NON-COLLUSION AFFIDAVIT

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

STATE OF TEXAS §

VICTORIA COUNTY §

BEFORE ME, the undersigned authority, on this day personally appeared _____
_____ known to me to be the person whose name
is subscribed to the following, who, upon oath, says:

I am the manager, secretary or other agent or officer of the principal of the Bidder or Proposer in the matter of the bids or proposals to which this affidavit is attached, and I have full knowledge of the relations of the Bidder or Proposer with the other firms in this same line of business, and the Bidder or Proposer is not a member of any trust, pool, or combination to control the price of supplies, materials and/or services bid on, or to influence any person to propose or not to bid thereon.

I further affirm that the Bidder or Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid or proposal.

Affiant (General Contractor)

Printed Name

Title

Company

Subscribed and sworn to before me,
this _____ day of _____, 2024

Notary Public

My Commission Expires _____

END OF SECTION 00 45 19

00 45 20 - CERTIFICATE OF AUTHORITY AND INCUMBENCY

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

I, the undersigned, do hereby certify that:

I am a duly elected (or appointed) and a currently acting officer

of _____ a _____ corporation
(Corporation Name) *(State of Incorporation)*

(hereafter called "Corporation").

1. I am an authorized signatory and agent of _____.
(Corporation Name)
2. The Corporation is currently existing and in good standing with the State of Texas on the date of this Certificate.

The Board of Directors of the Corporation have duly and properly authorized _____, to enter into and to execute on behalf of the Corporation that certain General Construction Contract with Gulf Bend Center in accordance with the Drawings, Specifications and other contract documents prepared for the Owner by Rawley McCoy & Associates, PLLC, Architects and Interior Designers, and to execute, furnish and deliver to Owner on behalf of the Corporation, the required Performance Bond and Payment Bond and any documentation which may be necessary or required to effect the provisions of such Construction Contract.

Executed on this the _____ day of _____, 2024.

Printed Name

Signature

Title

SUBSCRIBED AND SWORN TO before me by, _____

on this _____ day of _____, 2024.

Notary Public

My Commission Expires _____

END OF SECTION 00 45 20

SECTION 00 63 57 – CHANGE ORDER REQUEST FORM

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

This form shall be filled out and submitted to the Architect by the General Contractor for all Change Order requests and shall become an attachment to the Standard AIA Change Order document which will be used to modify the contract.

Change Order Proposal Number

Date

Project Name

General Contractor

Architect

As per attached Quantity List(s) and Subcontractor Change Order Proposal(s), if applicable, the following breakdown of proposed costs for, _____

is as follows:

| | |
|-----------------------------------------------------------------------------------------------------------|----------|
| A. 1. Cost of Material & Supplies | \$ _____ |
| 2. Cost of Labor | \$ _____ |
| 3. Payroll Tax, Insurance & Fringe Benefit on Labor (Percentage of Line 2) | \$ _____ |
| 4. Cost of Transportation of Material (If Applicable) | \$ _____ |
| 5. Subtotal | \$ _____ |
| 6. 10% Overhead & Profit (Percentage of Line 5) | \$ _____ |
| 7. Subtotal | \$ _____ |
| B. 8. Total Cost for Subcontractor(s) (See attached Subcontractor Proposals) | \$ _____ |
| 9. 5% Overhead & Profit (Percentage of Line 8) | \$ _____ |
| 10. Subtotal of Lines 7, 8 & 9 (Part B – Lines 8, 9 & 10 not applicable, if no Subcontractor is involved) | \$ _____ |
| 11. Cost of Builder's Risk Insurance (Percentage of Line 10 or 7) | \$ _____ |
| 12. Cost of Performance & Payment Bonds (Percentage of Line 10 or 7) | \$ _____ |
| 13. Total Value of Change Order Proposal | \$ _____ |

C. Request _____ Calendar Days be added to Contract Time for this Proposal

END OF SECTION 00 63 57

SECTION 00 63 58 – CHANGE ORDER REQUEST FORM SUBCONTRACTOR

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

This form shall be filled out and submitted to the General Contractor by the Subcontractor for all Change Order requests and shall become an attachment to the Standard AIA Change Order document which will be used to modify the contract.

Project Name _____

Date _____

Subcontractor (or Lower Tier Subcontractor, when applicable) _____

General Contractor (or Subcontractor, when applicable) _____

As per attached Quantity List(s) and Lower Tier Subcontractor Change Order Proposal(s), if applicable, the following breakdown of proposed costs for, _____

is as follows:

- A. 1. Cost of Material & Supplies \$ _____
- 2. Cost of Labor \$ _____
- 3. Payroll Tax, Insurance & Fringe Benefit on Labor (Percentage of Line 2) \$ _____
- 4. Cost of Transportation of Material (If Applicable) \$ _____
- 5. Subtotal \$ _____
- 6. 10% Overhead & Profit (Percentage of Line 5) \$ _____
- 7. Subtotal \$ _____
- B. 8. Total Cost for Lower Tier Subcontractor(s) (See attached Subcontractor Proposals) \$ _____
- 9. 5% Overhead & Profit (Percentage of Line 8) \$ _____
- 10. Subtotal of Lines 7, 8 & 9 (Part B – Lines 8, 9 & 10 not applicable, if no Lower Tier Subcontractor is involved) \$ _____
- 11. Cost of Performance & Payment Bonds (Percentage of Line 10 or 7) \$ _____
- 12. **Total Value of Change Order Proposal** \$ _____

C. Contract Time Extensions for this Proposal shall be submitted separately to General Contractor (or Subcontractor if applicable) and reflected as an aggregate request on General Contractor's Change Order Proposal.

Note: Lower Tier Subcontractors shall submit this form to Subcontractors, when applicable.

END OF SECTION 00 63 58

SECTION 00 63 64 – TIME EXTENSION REQUEST DUE TO ADVERSE WEATHER

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

To claim for inclement weather or additional time due to inclement weather you must complete this form according to **General Conditions of the Contract for Construction, AIA Document A201-2017, 8.3.4 and 8.3.5 added in the Supplementary General Conditions**, which are included in the contract:

- 1. *documented by data substantiating that weather conditions were abnormal for the period of time,*
- 2. *could not have been reasonably anticipated and*
- 3. *had an adverse effect on the scheduled construction.*

Project Name: _____

Architect’s Project No.: _____ - _____

Contractor Name: _____

Date(s) of claim: _____

State your claim for inclement weather below for the proposed number of days and provide the data which substantiates your claim in all three areas as stated above which is required under the General Conditions of the Contract for Construction:
(Add additional sheets as required):

| Requested Rain / Weather Days | | | | |
|----------------------------------------|------------------|-------------------------------|-------------------|------------|
| ITEM | DATE(S) OF DELAY | TYPE AND REASON FOR THE DELAY | Lost Days | RESOLUTION |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| 11 | | | | |
| 12 | | | | |
| Subtotal Requested Days | | | Days | |
| Total Additional Days Requested | | | Total Days | |

END OF SECTION 00 63 64

SECTION 00 72 00 – GENERAL CONDITIONS

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

- A. The 2017 Edition of the “General Conditions of the Contract for Construction” AIA Document A 201, as published by the American Institute of Architects, is hereby made a part of the General Documents, and Specifications for the project.
- B. General Contractors and each Subcontractor are hereby directed to obtain for themselves the necessary number of copies of AIA Document A 201, to acquaint themselves with the Articles contained therein and to notify all suppliers and other parties and individuals engaged in the work as to those portions of its requirements applicable to their portions of the work.
- C. A copy of AIA Document A 201 is included in this section.
- D. AIA Document A 201 remains subject to final negotiations and revision by the parties prior to final execution.

SUPPLEMENTARY GENERAL CONDITIONS

- A. Certain Articles of the AIA General Conditions are modified by, supplemented by or replaced by requirements of the Supplementary General Conditions, Section 00 73 00, which follows this Section. Such revisions and replacements shall take precedence over the AIA Document A 201 and shall apply to all work under the Contract.
- B. All portions and provisions of AIA Document A 201 that have not been changed, modified and/or deleted by the Supplementary General Conditions, or by the parties prior to execution, shall remain in full force and remain a part of the General Documents and Specifications for this project.

END OF SECTION 00 72 00

**SUPPLEMENTARY GENERAL CONDITIONS
to the GENERAL CONDITIONS of the CONTRACT for CONSTRUCTION
A201-2017**

October 11, 2024

ARTICLE 1 GENERAL PROVISIONS

§1.1 Basic Definitions

Delete §1.1.1 in its entirety and in lieu of substitute the following: §1.1.1 The Contract Documents The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposals, or portions of Addenda relating to bidding or proposal requirements. The Contract Documents identified in this Section shall prevail in case of an inconsistency with subsequent versions made through manipulable electronic operations involving computers. In the absence of individual signatures by Owner and Contractor, the Contract Documents identified in the signed contract prevail. The Contractor is of Architect and Owner shall be responsible to deliver to the Contractor any Contract Documents prepared by them. If the Contractor believes that a Contract Document has not been delivered to it, then the Contractor shall give written notice thereof to the Owner before proceeding with the Work. The failure to obtain or review any such document shall not relieve or excuse the Contractor from compliance with its terms or the terms of any other Contract Document. By execution of the Contract, Contractor represents that it has obtained, read and understands all of the Contract Documents and that it can and will comply with all the provisions therein."

Delete §1.1.2 in its entirety and in lieu of substitute the following: §1.1.2 The Contract The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. After execution of the original Contract Documents, the Contract may thereafter be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub- subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

No Change to § 1.1.3 The Work

No Change to § 1.1.4 The Project

No Change to § 1.1.5 The Drawings

No Change to § 1.1.6 The Specifications

No Change to § 1.1.7 Instruments of Service

No Change to § 1.1.8 Initial Decision Maker

Add §1.1.9 to read: §1.1.9 The terms “bids” or “bidding” shall include any kind of competitive purchasing under the Texas Government Code Chapter 2269.

§ 1.2 Correlation and Intent of the Contract Documents

No Change to §1.2.1

No Change to §1.2.1.1

Add §1.2.1.2 to read: §1.2.1.2 During the course of the Work, should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have included in the cost of the Work the greater quantity or better quality, or the most stringent requirements, unless Contractor shall have obtained an interpretation in writing from the Architect as to what shall govern before the submission of Contractor’s Proposal. Such conflicts in the Contract Documents do not give the Contractor a “right to choose” which of the conflicting items or terms within the documents the Contractor wishes to use or follow. The Architect, in case of such conflict, may interpret or construe the document so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interests of Owner, and the Architect’s interpretation shall be final. The terms and conditions of this clause shall not relieve any party of any other obligation under the Contract Documents.

No Change to §1.2.2

Delete §1.2.3 in its entirety and in lieu of substitute the following: §1.2.3 Technical terms not specifically defined in the Contract Documents shall have the meanings given in AIA Document “Glossary of Construction Industry Terms”, July 1982 edition. Technical terms not defined as above and used to describe items of the Work and which so applied have a well-known technical or trade meaning, shall be held to have such recognized meaning.

Add §1.2.4 to read: §1.2.4 The Contractor agrees that the later refinement or description of any Work set forth in, or reasonably inferable from, the Contract Documents, whether by written

specifications, directions or clarifications, shall not entitle the Contractor to any increase in the Contract Sum unless:(1) such later description involves a Change in Scope; and (2) the Owner has authorized the Contractor to proceed with such Work in advance and in writing in a signed Change Order or Construction Change Directive.

Add §1.2.5 to read: §1.2.5 The Contractor shall be solely responsible for assigning or dividing the Work among Subcontractors as necessary to accomplish the proper and timely completion of all Work.

Add §1.2.6 to read: §1.2.6 Where, in the Drawings and Specifications, certain products, manufacturer's trade names, or catalog numbers are given, it is done for the express purpose of establishing a standard of function, dimension, appearance, and quality of design, in harmony with the Work, and is not intended for the purpose of limiting competition. Materials or equipment shall not be substituted unless such substitution has been specifically accepted for use on the Project by the Architect. It is assumed and will be required that all workmanship be "First Class" and in compliance with current approved standards and codes for that particular phase of the work. No careless or slovenly work of any form will be accepted.

Add §1.2.7 to read: §1.2.7 When the Work is governed by reference to standards, building codes, insurance requirements, manufacturer's instructions, or other documents, unless otherwise specified, the current edition as of the Agreement date shall apply.

Add §1.2.8 to read: §1.2.8 Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements in the Contract Documents.

No Change to § 1.3 Capitalization

No Change to § 1.4 Interpretation

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

Delete §1.5.1 in its entirety and in lieu of substitute the following: §1.5.1 In relation to this Agreement, the Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

No Change to §1.5.2

§ 1.6 Notice

No Change to §1.6.1

No Change to §1.6.2

No Change to § 1.7 Digital Data Use and Transmission

No Change to § 1.8 Building Information Models Use and Reliance

ARTICLE 2 OWNER

§ 2.1 General

Delete §2.1.1 in its entirety and in lieu of substitute the following: §2.1.1 The Owner is Gulf Bend Center and is referred to throughout the Contract Documents as if singular in number. The Owner may designate in writing one or more persons to represent the Owner; however, such representatives shall have the authority to bind Owner only to the extent expressly authorized by the Owner and shall have no implied authority. Except as otherwise stated specifically in the Contract Documents the Architect does not have the authority to bind the Owner. The term “Owner” means the Owner or the Owner’s authorized representative.

Delete §2.1.2 in its entirety and in lieu of substitute the following: §2.1.2 The Contractor acknowledges that no lien rights exist with respect to public property in the State of Texas and shall state such in all contracts, purchase orders or other forms of agreement with subcontractors or material suppliers on this project and furthermore inform them that a statutorily required Labor and Material Payment Bond is provided on the Project and that any claims for non-payment for Labor and Material must be made to the issuer of the bond. The Contractor must provide all subcontractors or material suppliers with contact information relative to the issuer of the Labor and Material Payment Bond for this Project upon issuance of a contract, purchase order or other form of agreement procuring labor and/or materials from any person or entity providing such for the Project.

Add §2.1.3 to read: §2.1.3 The Owner may engage a third-party consultant to represent the Owner. The Owner will notify the Contractor of the identity of any such consultant.

§2.2 Evidence of the Owner’s Financial Arrangements

Delete §2.2.1 in its entirety and in lieu of substitute the following: §2.2.1 Pursuant to the requirements of Texas Business and Commerce Code, the Owner represents that funds are available and have been authorized for the full contract amount of the Work.

Delete §2.2.2 in its entirety

Delete §2.2.3 in its entirety

Delete §2.2.4 in its entirety

§2.3 Information and Services Required of the Owner

No Change to §2.3.1

No Change to §2.3.2

No Change to §2.3.3

No Change to §2.3.4

Delete §2.3.5 in its entirety and in lieu of substitute the following: §2.3.5 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner within a reasonable time following actual receipt of a written request.

Delete §2.3.6 in its entirety and in lieu of substitute the following: §2.3.6 The Owner shall provide the contractor with one complete set of bid/construction documents in electronic PDF format as well as any subsequent addenda or other documents to be used by Contractor for distribution during the bid process and for construction of the Project. The documents shall be provided by the Architect on behalf of the Owner.

Add §2.3.7 to read: §2.3.7 Owner's personnel may, but are not required to be present at the construction site during progress of the Work to assist the Architect in the performance of his duties, and to verify the Contractor's record of the number of workmen employed on the Work, their occupational classification, the time each is engaged in the Work, and the equipment used in the performance of the Work for purpose of verification of Contractor's Applications for Payment.

Delete §2.4 in its entirety and in lieu of substitute the following: §2.4 **Owner's Right to Stop the Work** If the Contractor fails to correct nonconforming or defective Work as required by Section 12.2, or fails to complete the Work in time as required by Article 3 of the Agreement or is in default of any of its material obligations hereunder, the Owner, by a written order signed by an agent specifically so empowered by the Owner, may order the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

Delete §2.5 in its entirety and in lieu of substitute the following: §2.5 **Owner's Right to Carry Out the Work** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a five-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct

such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 General

Delete §3.1.1 in its entirety and in lieu of substitute the following: §3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

Delete §3.1.2 in its entirety and in lieu of substitute the following: §3.1.2 The Contractor shall perform the Work in a good and workmanlike manner except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship.

Delete §3.1.3 in its entirety and in lieu of substitute the following: §3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by activities of Owner or Owner's Consultants, if applicable, conducted in accordance with the Contract Documents, by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

Add §3.1.4 to read: §3.1.4 The Contractor shall not be a general agent of the Owner and shall not have authority to act on behalf of the Owner, except as otherwise provided herein. Neither the Contractor nor the Architect shall direct any change in the Work, regardless of its impact on the cost or time for completion, without the prior written approval of the Owner."

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

No Change to §3.2.1

Add §3.2.2.1 to read: §3.2.2.1 The Contractor must employ a surveyor registered in the State of Texas to set and maintain a benchmark for all building and site work, and to perform all work relating to site grading including but not limited to; setting building layout and corner locations, pier and footing locations, utility locations and flowlines where applicable, finish grade and finish floor elevations, specifically at all points where new meets existing construction.

.1 The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the Work installed by other contractors, is not guaranteed by the Architect or the Owner.

.2 The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other Work, it shall verify at the site all dimensions and elevations relating to such existing or other Work. Any errors due to the Contractor's failure to so verify all grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

No Change to §3.2.2

No Change to §3.2.3

No Change to §3.2.4

Add §3.2.5 to read: §3.2.5 Notwithstanding the delivery of a survey or other documents by the Owner, Contractor shall use reasonable efforts to perform all Work in such a manner so as to avoid damaging any known utility lines, cables, pipes, or pipelines on the property. Contractor shall be responsible for, and shall repair at Contractor's own expense, any damage done to known lines, cables, pipes, and pipelines, and upon completion of the Work shall return all laydown areas and parking lots to their pre-construction condition.

Add §3.2.6 to read: §3.2.6 The Contractor shall keep a log of all RFI's to be submitted on a standard form to be used for the duration of the project, which shall be consecutively numbered, beginning with the number 1.

Add §3.2.7 to read: §3.2.7 The Owner shall be entitled to deduct the Contract Sum amounts paid to the Architect for Additional Services to evaluate and respond to the Contractor's request for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation.

§ 3.3 Supervision and Construction Procedures

No Change to §3.3.1

Add §3.3.1.1 to read: §3.3.1.1 The Contractor shall assign a superintendent who shall be on the Project, in this capacity, at all times while Work on the Project is in progress.

No Change to §3.3.2

No Change to §3.3.3

Add §3.3.4 to read: §3.3.4 The Contractor shall be responsible for the overall coordination, scheduling and supervision of the Work. The Contractor shall establish on-site lines of authority and communication necessary to coordinate the Construction Schedule and sequencing of the Work, establish delivery schedules and priorities, establish procedures and processing of field decisions, submittals, Change Orders and Applications for Payment.

Add §3.3.4.1 to read: §3.3.4 .1 The Contractor shall hold regular progress meetings at the times, places and frequencies mutually agreed upon by Owner and Contractor. The Contractor shall require Subcontractors and Sub-subcontractors to attend progress meetings as appropriate for the current stage of the Work. The Contractor shall keep minutes of each meeting and shall circulate the minutes to the Owner, the Architect, all Subcontractors, and such other persons as may be appropriate, within a reasonable time after the meeting is concluded.

Add §3.3.5 to read: §3.3.5 It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent Contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make Contractor the agent, servant, or employee of the Owner, or (2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner in respect of the Work shall relate to the results the Owner desires to obtain from the Work and shall in no way affect Contractor's independent contractor status as described herein.

Add §3.3.6 to read: §3.3.6 The Contractor shall review contractor safety programs, procedures, and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any Subcontractor(s) or any other person or entity (e.g. a supplier) including any person or entity with whom the Contractor does not have a contractual relationship, or their responsibility or liability relative to compliance with all applicable federal, state and local laws, rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. The foregoing notwithstanding, the requirements of this Section are not intended to impose upon the Contractor any additional obligations that the Contractor would not have under any applicable state or federal laws including, but not limited to, any rules, regulations, or statutes pertaining to the Occupational Safety and Health Administration.

Add §3.3.7 to read: §3.3.7 Contractor acknowledges that the Work may be performed in connection with a medical facility which is currently occupied and in use. It is imperative that Contractor's operations and the performances of the Work not interfere with, interrupt, disturb, or disrupt Owner's normal operations or facilities. Contractor agrees to and shall comply with all rules, regulations and requirements of the Owner on which the Work is to be performed and shall take all steps necessary to protect and guard the safety of the employees, patients, visitors or other invitees of Owner. Contractor shall exercise the utmost skill and judgment to ensure that continuing construction activity will not interfere with the use, occupancy and quiet enjoyment of facilities in use on the site. Contractor recognizes that the ongoing activities in

proximity with its construction activities shall result in the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. Such coordination and adequate site access shall be the responsibility of Contractor. Contractor understands and accepts the difficulties and costs associated with working in an existing facility and the potential delays and disruptions in its Work and has included such items in the Contract Time and the Contract Sum. The Contractor shall perform all the Work in such a manner as to cause minimum interference with the operations of the Owner and other contractors and Subcontractors on the site, and shall take, and cause the Contractor's and its Subcontractor's employees, agents, licensees and permittees to take all necessary precautions to protect the Work and the site and all persons and property thereon from damage or injury. s

Add §3.3.8 to read: §3.3.8 Contractor shall bear responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with Texas Government Code, Section 2166.303 and Texas Health and Safety Code, chapter C, Sections 756.021, *et seq.* The final dollar amount for such procedures must be clearly stated in a separate line item in the final contract sum as enumerated in the Schedule of Values which are part of the Applications of Payment.

Add §3.3.9 to read: §3.3.9 In the event Contractor falls behind schedule at any time, for any reason, the Owner shall be entitled to direct acceleration or resequencing of the Work to get back on schedule. Contractor shall be entitled to compensation from the Construction Contingency, or if such contingency funds are exhausted, pursuant to Change Order, for such acceleration only (a) to the extent necessitated by excusable and compensable delays, and (b) to the extent of premium pay and additional equipment cost actually incurred by Contractor. In the event Contractor determines that the Scheduled Completion Date cannot be met by resequencing the Work, then Contractor shall immediately provide to the Owner, and in any event within seven (7) days after the date of receipt of any request by Owner for resequencing or acceleration, a plan to complete the Work in the shortest possible time. No approval by the Owner of any plan for resequencing or acceleration of the Work submitted by Contractor pursuant to this paragraph shall constitute a waiver by Owner of any damages or losses which Owner may suffer by reason of such resequencing or the failure of Contractor to meet the Scheduled Completion Date.

§ 3.4 Labor and Materials

No Change to §3.4.1

Delete §3.4.2 in its entirety and in lieu of substitute the following: §3.4.2 Substitutions will not be accepted unless approved through the procedures set forth in the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum, regardless of acceptance or rejection, amounts paid to the Architect to evaluate the Contractors proposed substitutions. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect to make agreed upon changes in the Drawings and Specifications made necessary by the Owner's

acceptance of such substitutions. Refer to the Owner-Architect Agreement B103, Section 3.5.2.3 and 3.5.3.3.

Delete §3.4.3 in its entirety and in lieu of substitute the following: §3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall be responsible for the actions of Contractor's forces, Subcontractor's forces and all tiers of Sub-subcontractor's forces. The Contractor will prohibit the possession or use of alcohol, controlled stances, tobacco, and any prohibited weapons on the Project Site and shall require adequate dress of the Contractor's forces consistent with the nature of the Work being performed, including wearing shirts at all times. Sexual harassment of employees of the Contractor or employees, patients, visitors or other invitees of the Owner by employees of the Contractor is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Contractor, including removal from the job site.

Add §3.4.4 to read: §3.4.4 Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates which states: (a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by: (1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or (2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis- Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

Add §3.4.4.1 to read: §3.4.4.1 In accordance therewith, the Owner will establish a scale of prevailing wages which shall be incorporated in the Project specifications, and not less than this established scale must be paid on the Project.

Add §3.4.4.2 to read: §3.4.4.2 A Contractor or Subcontractor who violates the provisions of Sections 3.4.4.1 or 3.4.4.2 shall pay to Owner the sum of Sixty Dollars and No/100 (\$60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rate stipulated in the scale of prevailing wages applicable to this Project, as required by Texas Government Code Section 2258.023(b).

Add §3.4.5 to read: §3.4.5 Contractor will require all workers on the Project to wear name badges at all times they are on any construction site or Owner's property. The name badge must include: Project Name, employee name, a photo of the employee, employee number, name of employer and name of Contractor.

§ 3.5 Warranty

No Change to §3.5.1

Delete §3.5.2 in its entirety and in lieu of substitute the following: §3.5.2 The Contractor agrees to assign to the Owner at the Time of Substantial Completion of the entire Work, or portion of the Work, any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to complete the Work in such manner so as to preserve any and all such manufacturer's warranties. As a condition precedent to final payment, the Contractor shall submit to Owner a complete set of warranties from contractors, manufacturers, or suppliers as appropriate, and executed by Contractor as required, with a warranty commencement date as required by the Contract Documents. All warranties shall be issued in the name of the Owner.

Add §3.5.3 to read: §3.5.3 Contractor's express Warranty herein shall be in addition to, and not in lieu of, any other remedies Owner may have under this Agreement, at law, or in equity for defective Work.

Add §3.5.4 to read: §3.5.4The warranties provided in Section §3.5 shall be in addition to and not in limitation of any other Warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after Substantial Completion of the entire Work or if latent defect, as per the Texas Civil Practice and Remedies Code, Section 16.009. which allows Owner (Claimant) to present a written claim during the time period of 10 years from Substantial Completion plus a two (2) year extension from the date claim is presented as applicable to suit as enumerated.

Add §3.5.5 to read: §3.5.5 The Contractor shall issue in writing to the Owner as a condition precedent to final payment a "General Warranty" reflecting the terms and conditions of Sections 3.5.3 and 3.5.4 for all Work under the Contract Documents. This General Warranty shall be assignable. Submittal of all warranties and guarantees are required as a prerequisite to the final payment.

Add §3.5.6 to read: §3.5.6 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to the Owner. Contractor acknowledges that the Project may involve phased construction work, both new construction and renovation work for the Owner. Each phase of the work may have its own, separate, and independent date of Substantial Completion or Final Completion. Contractor shall maintain a complete and accurate schedule of the dates of Substantial Completion, dates upon which the one-year warranty on each phase of the work which is substantially complete will expire, and dates of Final Completion. Contractor agrees to provide notice of the warranty expiration date to Owner and Architect at least one month prior to the expiration of the one-year warranty period on each phase of the work which has been substantially completed. Prior to termination of the

one-year warranty period, Contractor shall accompany the Owner and Architect on re-inspection of the building, in the phases of completion if applicable, and be responsible for correcting any reasonable additional deficiencies not caused by the Owner or by the use of the building which are observed or reported during the re-inspection. For extended warranties required by various sections, i.e. roofing, compressors, mechanical equipment, Owner will notify the Contractor of deficiencies and Contractor shall start remedying these defects within five (5) days of initial notification from Owner. Contractor shall prosecute the Work without interruption until accepted by the Owner and the Architect, even though such prosecution should extend beyond the limit of the warranty period. If Contractor fails to provide notice of the expiration of the one-year warranty period at least one month prior to the expiration date, Contractor's Warranty obligations in this Section shall continue until such inspection is conducted and any deficiencies found in the inspection corrected.

Add §3.5.7 to read: §3.5.7 The General Warranty of work as per §3.5.5 and §3.5.6 shall be covered by a Maintenance Bond as per §11.1.2.7 for the time period of the guarantee.

Add §3.5.8 to read: §3.5.8 Warranties shall become effective on a date established by the Owner and Architect in accordance with the Contract Documents. This date shall be the date of Substantial Completion of the entire Work, or portions of the work unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties, except for Work to be completed or corrected after the date of Substantial Completion and prior to final payment. Warranties for Work to be completed or corrected after the date of Substantial Completion and prior to final payment shall become effective on the latter of the date the Work is completed or corrected and accepted by the Owner and Architect or the date of final payment.

§3.6 Taxes

Delete §3.6 in its entirety and in lieu of substitute the following: §3.6 Taxes The Owner qualifies for exemption from State and Local Sales Tax pursuant to the provisions of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rent or lease of all materials, supplies, and equipment used or consumed in the performance of this contract may be exempted by issuing to suppliers an exemption certificate in lieu of the tax. The exemption certificate complies with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of the tax shall be subject to the provisions of the State Comptroller of Public Accounts Ruling No. 95-0.09 as amended to be effective October 2, 1968. The Contractor shall pay any and all other taxes for the Work provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Contractor will not include in the Contract Price or any Modification any amount for sales, use, or similar taxes for which (1) a Texas County is exempt, and (2) the Owner has provided the Contractor with a tax exemption certificate or other documentation necessary to establish the Owner's exemption from such taxes.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

Delete §3.7.1 in its entirety and in lieu of substitute the following: §3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The Owner shall pay fees for public or private water, gas, electrical, and other utility services at the site. The Contractor shall secure and arrange for all necessary utility connections at Owner's cost and expense if properly reimbursable per Articles 5 and 6 of AIA Document A101 – 2017 Standard Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum.

Delete §3.7.2 in its entirety and in lieu of substitute the following: §3.7.2 In performing its obligations hereunder, the Contractor shall comply fully with all applicable laws, ordinances, rules, regulations, lawful orders and decrees of all applicable authorities, and when requested shall furnish evidence satisfactory to the Owner of such compliance.

Delete §3.7.3 in its entirety and in lieu of substitute the following: §3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, insurance requirements, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. **TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS GULF BEND CENTER, THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS AND CONSULTANTS (WHETHER PAST, PRESENT OR FUTURE) AND THE ARCHITECT, THE ARCHITECT'S CONSULTANTS, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS AND CONSULTANTS (WHETHER PAST, PRESENT OR FUTURE), COLLECTIVELY THE "INDEMNITIES") FROM AND AGAINST FROM AND AGAINST ALL CLAIMS, FINES, PENALTIES, OR LIABILITIES FROM, ARISING OUT OF SUCH WORK, OR BASED UPON THE ACTUAL OR ASSERTED VIOLATION OF ANY LAWS, ORDINANCES, RULES, REGULATIONS, ORDERS OR DECREES APPLICABLE TO SUCH WORK.**

§3.7.4 Concealed or Unknown Conditions

Delete §3.7.4 in its entirety and in lieu of substitute the following: §3.7.4 Concealed or Unknown Conditions Contractor acknowledges that there may exist at the Project site certain soil and geological conditions and/or Unknown surface physical conditions which are not disclosed in the Contract Documents, and which have been known to or may be reasonably anticipated to occur in the area or be related to any past use of the Project site, including, without limitation, the presence of rock and its hardness, geologic formations, differing soils, and surface structures, equipment or other impediments, either natural or man-made (collectively, "Subsurface Conditions").

Add §3.7.4.1 to read: §3.7.4.1 Owner makes no representations or warranties regarding Subsurface Conditions at the Project site, or of the accuracy or continuity of conditions which may be noted in any reports furnished or made available to Contractor. Contractor covenants and agrees that any such reports are furnished or made available by Owner to Contractor for information purposes only, and Contractor acknowledges that Owner is not responsible for the content thereof.

Add §3.7.4.2 to read: §3.7.4.2 Contractor shall be responsible for inspecting the site and determining the existence or likelihood of any Subsurface Conditions which may affect the Contract Time or the Contract Sum, or both. Except as provided to Subsurface Conditions, if conditions are encountered at the site which are concealed physical conditions which could not be known to the Contractor and which differ substantially from those indicated in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 10 days after first observance of the conditions.

Add §3.7.4.3 to read: §3.7.4.3 The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner and the Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, or both, the adjustment shall be subject to mediation pursuant to Article 15.

No Change to §3.7.5

Add §3.7.6 to read: §3.7.6 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency (EPA) and local authorities, if applicable, that require completion of documentation and/or acquisition of a "Land Disturbing Activities Permit" for the Project. Contractor's obligations under this Section do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during the construction process which require the issuance of a permit shall be at Contractor's sole cost.

Add §3.7.7 to read: §3.7.7 The Contractor shall certify in writing that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by Local/State standards, laws, codes, insurance requirements, rules and regulations; the Federal Environmental Protection Agency (EPA) standards and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Instruments of Service related to Contract Closeout.

§ 3.8 Allowances

No Change to §3.8.1

No Change to §3.8.2

Delete §3.8.3 in its entirety and in lieu of substitute the following: §3.8.3 Materials and equipment under an allowance shall be selected by the Owner within such time as is reasonably specified by the Contractor as necessary to avoid delay in the Work.

Add §3.8.4 in its entirety and in lieu of substitute the following: §3.8.4 When performing Work under allowances, where reasonably possible, Contractor shall solicit and receive no fewer than three written proposals and shall provide the Work as directed by the Architect, upon Owner's written approval, on the basis of the best value for the Owner.

§ 3.9 Superintendent

Delete §3.9.1 to read: §3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall not replace the Superintendent prior to Final Completion of the Work unless (1) the Project Manager or Superintendent shall cease to be employed by the Contractor or its subsidiaries or affiliated companies, or (2) the Owner agrees to such replacement. The Superintendent may not be employed on any other project prior to Final Completion of the Work. From Substantial Completion to Final Completion, the Superintendent shall be on-site as necessary to ensure that Final Completion occurs within sixty (60) days of Substantial Completion.

No Change to §3.9.2

No Change to §3.9.3

Add §3.9.4 to read: §3.9.4 Owner shall be notified not less than twenty-four (24) hours before any time that superintendent will not be present at the site for any reason except illness. If the reason is due to illness, then Owner shall be notified at the beginning of that day. Owner shall be notified of the identity of the acting superintendent. In the event the superintendent is absent from the site and notice has not been provided nor has an acting superintendent been assigned to the Work, the Contractor is subject to being back charged in the amount of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) for each day.

§ 3.10 Contractor's Construction and Submittal Schedules

No Change to §3.10.1

No Change to §3.10.2

No Change to §3.10.3

Add §3.10.4 to read: §3.10.4 The construction schedule shall be in a detailed precedence – style critical path method (“CPM”) format satisfactory to the Architect that shall also (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as “Milestone Dates”). Upon review and acceptance by the Architect of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Architect and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner and Architect of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and /or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone Date, or the Contract Sum unless any such adjustment is agreed to by the Owner and Architect and authorized pursuant to Change Order.

Add §3.10.5 to read: §3.10.5 In the event the Owner determines that the performance of the Work has not progressed or reached the level of completion required by the Contract and represented in previous Schedules of the Work presented by the Contractor, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitations, (1) working additional shifts of overtime, (2) supplying additional manpower, equipment and facilities, and (3) other similar measures (hereinafter referred to collectively as “Extraordinary Measures”). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner’s right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor’s compliance with the construction schedule, and;

.1 The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner under or pursuant to the Subparagraph §3.10.5.

.2 The Owner may exercise the rights furnished the Owner under or pursuant to this Subparagraph §3.10.5 as frequently as the Owner deems necessary to ensure that the Contractor’s performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

§ 3.11 Documents and Samples at the Site

No Change to: § 3.11 Documents and Samples at the Site

Add §3.11.1 to read: §3.11.1 In addition to documents and samples at the site, Contractor shall at all times maintain other job records, including, but not limited to, invoices, payment records, payroll records, daily reports, logs, diaries, and job meeting minutes, applicable to the Project. Contractor shall make such reports and records available to inspection by the Owner, Architect, or their respective agents, with five (5) working days of request by Owner, Architect, or their respective agents and should make them electronically available at the site if not physically available.

§ 3.12 Shop Drawings, Product Data and Samples

No Change to §3.12.1

No Change to §3.12.2

No Change to §3.12.3

No Change to §3.12.4

No Change to §3.12.5

No Change to §3.12.6

No Change to §3.12.7

No Change to §3.12.8

No Change to §3.12.9

No Change to §3.12.10

No Change to §3.12.10.1

No Change to §3.12.10.2

Add §3.12.11 to read: §3.12.11 The Architect's review of Contractor's submittals will be limited to one examination of an initial submittal and one (1) examinations of a resubmittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals as per Section §4.2.3 of AIA B103-2017 Owner -Architect Agreement.

§3.13 Use of Site

Delete §3.13 in its entirety and in lieu of substitute the following: §3.13 Use of Site The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, insurance requirements, rules and regulations, and lawful orders of public

authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall so conduct its operations as not to unreasonably interfere with traffic on site or on public thoroughfares adjacent or near to the Project site.

Add §3.13.1 to read: §3.13.1 Only materials and equipment which are to be used directly in the Work shall be brought to, and stored on the Project Site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project Site. As between Owner and Contractor, protection of construction materials and equipment stored by Contractor at the Project Site from weather, theft, damage, and all other adversity is solely the Contractor's responsibility.

Add §3.13.2 to read: §3.13.2 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project Site related to the Project for the purpose of advertising to the public the nature of the Project and the entities performing the Work on the Project (i.e., Project signs) without the prior written consent to the Owner.

Add §3.13.3 to read: §3.13.3 The Contractor and its Subcontractors and Sub-subcontractors shall use the Project Site only for purposes necessary to the performance of the Work and shall limit and restrict such use, as may be directed by the Owner, so as not to unreasonably interfere with the Owner's use and occupancy of the Project Site and any surrounding areas. The Contractor acknowledges, that as between Owner and Contractor, the Owner shall have no responsibility for safety at the Project Site, and that the Owner shall not be responsible or liable for Contractor's compliance with applicable Laws and regulations (including OSHA rules) relating to the safety of employees, persons or property of Contractor and its Subcontractors, at any tier, at the Project Site or adjacent properties, and the Contractor will require that this responsibility be discharged by the Contractor, Subcontractors and Sub-subcontractors performing the Work.

§ 3.14 Cutting and Patching

No Change to §3.14.1

No Change to §3.14.2

§ 3.15 Cleaning Up

Delete §3.15.1 in its entirety and in lieu of substitute the following: §3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract and shall, not less than weekly or at any time accumulation of waste or rubbish becomes a safety issue, clean up by removing rubbish, including old and surplus materials. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials, and shall clean, sweep, mop, brush and polish, as appropriate, the interior of the improvements or renovated areas, including but not limited to,

any floors, carpeting, ducts, fixtures, and ventilation units operated during construction. Contractor shall clean exterior gutters, drainage, walkways, driveways and roofs of debris.

No Change to §3.15.2

Add §3.15.3 to read: §3.15.3 The Contractor shall be responsible for damaged or broken glass, and at completion of the Work, shall replace such damaged or broken glass.

§ 3.16 Access to Work

Delete §3.16 in its entirety and in lieu of substitute the following: §3.16 Access to Work

Upon request of the Architect or Owner, the Contractor shall accompany the Architect or Owner on inspections of the Work in preparation or progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

No Delete to §3.17 Royalties, Patents and Copyrights

§3.18 Indemnification

Delete to §3.18.1 in its entirety and in lieu of substitute the following: §3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR WAIVES AND RELEASES ALL CLAIMS AGAINST AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS GULF BEND CENTER, EMPLOYEES, AGENTS AND CONSULTANTS (WHETHER PAST, PRESENT OR FUTURE) AND THE ARCHITECT, THE ARCHITECT'S CONSULTANTS, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS AND CONSULTANTS (WHETHER PAST, PRESENT OR FUTURE), COLLECTIVELY THE "INDEMNITIES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, PROCEEDINGS (WHETHER ADMINISTRATIVE, CIVIL, CRIMINAL, INVESTIGATIVE OR LEGISLATIVE) , JUDGMENTS, COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES AND EXPERT WITNESS FEES DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM (IN WHOLE OR IN PART) THE PERFORMANCE OF THE WORK, THE CONTRACT DOCUMENTS, OR ANY ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY THE "LIABILITIES"). THE ARCHITECT AND THE ARCHITECT'S CONSULTANTS SHALL BE INDEMNIFIED ONLY TO THE EXTENT ALLOWED BY LAW. THIS IS NOT INTENDED TO COVER THE ARCHITECT'S AND THE ARCHITECT'S CONSULTANTS' PROFESSIONAL LIABILITIES. THE OBLIGATIONS OF CONSTRUCTION MANAGER UNDER THIS INDEMNIFICATION SHALL APPLY TO LIABILITIES EVEN IF SUCH LIABILITIES ARE CAUSED IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE. THE CONTRACTOR SHALL PROMPTLY ADVISE OWNER IN WRITING OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION AS TO WHICH THIS INDEMNIFICATION MAY APPLY, AND CONTRACTOR, AT THE CONTRACTORS EXPENSE, SHALL ASSUME ON BEHALF OF OWNER (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL

SATISFACTORY TO OWNER; PROVIDED, HOWEVER, THAT OWNER SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY ADVISORY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY THE CONTRACTOR TO FULLY PERFORM IN ACCORDANCE WITH THIS INDEMNIFICATION PARAGRAPH, OWNER, AT ITS OPTION, AND WITHOUT RELIEVING CONSTRUCTION MANAGER OF ITS OBLIGATIONS HEREUNDER, MAY SO PERFORM, BUT ALL COSTS AND EXPENSES SO INCURRED BY OWNER IN THAT EVENT SHALL BE REIMBURSED BY CONTRACTOR TO OWNER, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY OWNER UNTIL REIMBURSED BY CONTRACTOR, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS UNDER THE LAWS OF THE STATE OF TEXAS. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS. THE CONTRACTOR'S INSURANCE SHALL NOT BE REQUIRED TO INDEMNIFY THE NAMED INDEMNITIES FOR ACTIONS IN WHICH THE CONTRACTOR IS NOT PARTIALLY OR WHOLLY RESPONSIBLE FOR. IT IS INTENDED AND AGREED THAT THIS INDEMNITY PROVISION SATISFIES THE 'EXPRESS NEGLIGENCE RULE'.

Delete to §3.18.2 in its entirety and in lieu of substitute the following: §3.18.2 IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION 3.18 BY AN EMPLOYEE OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION 3.18 SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACT OR INSURANCE, DISABILITY ACTS OR INSURANCE OR OTHER EMPLOYEE BENEFIT ACTS OR RELATED INSURANCE.

Add §3.18.3 to read: §3.18.3 CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL HOLD INDEMNITEES FREE AND HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE TO CONTRACTOR'S OR ITS SUBCONTRACTORS' CONSTRUCTION TOOLS AND EQUIPMENT AND RENTED ITEMS WHICH ARE USED OR INTENDED FOR USE IN PERFORMING THE WORK, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF INDEMNITY. THIS PROVISION SHALL APPLY, WITHOUT LIMITATION, TO LOSS OR DAMAGE OCCURRING AT THE WORK SITE OR WHILE SUCH ITEMS ARE IN TRANSIT TO OR FROM THE WORK SITE AND IS IN ADDITION TO CONTRACTOR'S OBLIGATIONS UNDER SECTION 3.18.1. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND OWNER, THAT THE INDEMNITY IS PROVIDED FOR IN THIS SECTION AS TO CONTRACTOR'S OR ITS SUBCONTRACTOR'S TOOLS AND EQUIPMENT AND RENTAL ITEMS, IS AN AGREEMENT BY CONTRACTOR TO INDEMNIFY AND PROTECT INDEMNITIES FROM THE CONSEQUENCES OF THE NEGLIGENCE OF

ANY INDEMNITEE WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE LOSS OR DAMAGE.

Add §3.18.4 to read: §3.18.4 Indemnification hereunder shall include, without limiting the generality of the foregoing, liability which could arise to an Indemnity pursuant to State statutes for the safety of workmen and in addition, all Federal statutes and rules existing thereunder for protection, occupational safety and health to workmen. It being agreed that the primary obligation of the Contractor is to comply with said statutes in performance of the Work by Contractor and that the obligations of the Owner, its agents, consultants, and representatives or any other Indemnitee under said statutes are secondary to that of the Contractor.

Add §3.18.5 to read: §3.18.5 THE PROVISIONS OF ARTICLE 3.18 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT.

§3.19. Representations and Warranties

Add §3.19. §3.19. Representation and Warranties

Add §3.19.1 to read: §3.19.1 The Contractor represents and warrants the following to the Owner in addition to the other representations and warranties contained in the Contract Documents, as an inducement to the Owner to execute this Contract, the following representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

.1 that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;

.2 that it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

.3 that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental and public quasi-public authorities having jurisdiction over it and over the Work and the site of the Project;

.4 that the execution of the Contract and its performance thereof is within its duly authorized powers; and

.5 that its duly authorized representative has visited the site of the Work, familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents.

Add §3.19.2 to read: §3.19.2 Contractor, in performing its obligations under Contract, shall establish and maintain appropriate business standards, procedures, and controls, including

those necessary to avoid any real or apparent impropriety or adverse impact on the interest of Owner or affiliates. Contractor shall review, with Owner at a reasonable frequency during the performance of the Work hereunder, such business standards and procedures including, without limitation, those related to the activities of Contractor's employees and agents in their relations with Owner's employees, agents, and representatives, vendors, Subcontractors, and other third parties, and those relating to the placement and administration of purchase orders and contracts.

§3.20 Antitrust Violation

Add §3.20 to read: §3.20 Antitrust Violation. To permit the Owner to recover damages suffered in antitrust violations, Contractor hereby assigns to Owner any and all claims for overcharges associated with this Contract which violate the antitrust laws of the United States, 15 U.S.C.A. Section 1et seq. The Contractor shall include this provision in its agreements with each subcontractor and supplier. Each subcontractor shall include such provisions in agreements with sub-subcontractors and suppliers.

ARTICLE 4 ARCHITECT

§ 4.1 General

No Change to §4.1.1

No Change to §4.1.2

Delete §4.1.3 in its entirety and in lieu of substitute the following: §4.1.3 If the employment of the Architect is terminated, the Owner shall employ a new Architect whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 Administration of the Contract

Delete §4.2.1 in its entirety and in lieu of substitute the following: §4.2.1 The architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided specifically in the Contract Documents. The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits or other services made necessary by the fault, neglect or request of the Contractor as per Paragraphs §4.2.2, §4.2.3 of the AIA - B103 Owner-Architect Agreement and their respective subparagraphs.

No Change to §4.2.2

No Change to §4.2.3

§ 4.2.4 Communications

No Change to §4.2.4 Communications

No Change to §4.2.5

Delete §4.2.6 in its entirety and in lieu of substitute the following: §4.2.6 The Architect or Owner has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or Owner considers it necessary or advisable, the Architect or Owner will have authority to require inspection or testing of the Work in accordance with Sections §13.4.2 and §13.4.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect or Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work. Certain portions of the Work will be tested and/or observed at various stages, sometimes off the Project site, between initial observation or review and final positioning of the completed Work. Nothing in any initial or prior approval or test result shall govern if at any subsequent time the Work or any portion thereof is found not to conform to the requirements of the Contract Documents.

Delete §4.2.7 in its entirety and in lieu of substitute the following: §4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents.

Add §4.2.7.1 to read: §4.2.7.1 The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections §3.3, §3.5 and §3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If any submittal does not comply with the requirements of the Contract Documents, the Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples, so as to keep from delaying the Work or the activities of the Owner, Contractor or other Contractors.

No Change to §4.2.8

Delete §4.2.9 in its entirety and in lieu of substitute the following: §4.2.9 The Architect and Owner will conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion. The Architect will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

Delete §4.2.10 in its entirety and in lieu of substitute the following: §4.2.10 If the Owner and Architect agree the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site, the duties, responsibilities and limitations of authority of such Project representatives shall be set forth in an exhibit to be incorporated in the Contract Documents.

Delete §4.2.11 in its entirety and in lieu of substitute the following: §4.2.11 Upon written request of the Owner or Contractor, the Architect will issue its interpretation of the requirements of the plans and specifications. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

Delete §4.2.12 in its entirety and in lieu of substitute the following: §4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

Delete §4.2.13 in its entirety and in lieu of substitute the following: §4.2.13 The Architect's decision on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents and not expressly overruled in writing by the Owner.

Delete §4.2.14 in its entirety and in lieu of substitute the following: §4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limit agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information, at no additional expense to Owner, unless responses are required as described in Paragraphs §4.2.2.2, §4.2.2.3 or §4.2.2.4 of AIA B101-2017 Agreement between Owner and Architect, as amended by the Owner.

Add §4.2.15 to read: §4.2.15 The Architect may appoint an employee or other person to assist him during the construction. These representatives will be instructed to assist the Contractor in interpreting the Contract Documents; however, such assistance shall not relieve the Contractor from any responsibility as set forth by the Contract Documents.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

No Change to §5.1.1

No Change to §5.1.2

§ 5.2 Award of Subcontracts and other Contracts for Portions of the Work

No Change to §5.2.1

No Change to §5.2.2

No Change to §5.2.3

No Change to §5.2.4

§5.3 Subcontractual Relations

No Change to §5.3 Subcontractual Relations

Add §5.3.1 to read: §5.3.1 Neither the Owner nor the Architect shall be obligated to pay or to insure the payment of any monies to Subcontractors or vendors by the Contractor. As between Owner and Contractor, the Owner shall be deemed a third-party beneficiary of all subcontracts of all tiers and shall be entitled to performance and enforcement of all Subcontractors' obligations under all subcontracts, provided Owner shall first give Contractor fourteen (14) days' notice and opportunity to cure. Owner acknowledges Contractor is under no obligation to include, or to require the inclusion of, a clause designating Owner as a third-party beneficiary in any subcontracts at any tier. The Contractor shall deliver to the Owner a copy of any one or more of the subcontracts promptly upon the Owner's request.

Add §5.3.2 to read: §5.3.2 The Contractor shall require any potential Subcontractor to disclose to the Contractor any ownership interest or familial relationship between the Contractor, the Architect, or the Owner and the potential Subcontractor prior to entering into a contract. Contractor shall report to Owner all such disclosures and the Owner shall have the right, in its sole discretion, to reject any such affiliated Subcontractor.

Add §5.3.3 to read: §5.3.3 Any part of the Work performed for the Contractor by a Subcontractor shall be pursuant to a written subcontract between the Contractor and such Subcontractor. Each such subcontract shall at a minimum:

.1 require that such Work be performed in accordance with the requirements of the Contract Documents;

.2 waive all rights the contracting parties may have against one another or that the Subcontractor may have against the Owner for damages caused by fire or other perils covered by the property insurance required by the Contract Documents;

.3 require the Subcontractor to carry and maintain liability insurance in accordance with the Contract Documents; and

.4 require the Subcontractor to furnish such certificates and waivers as the Owner may reasonably request.

Add §5.3.4 to read: §5.3.4 Contractor may require major subcontractors to provide bonds to the Contractor to secure performance or payment of their work to the Contractor as a prerequisite to receiving a subcontract on the Project.

§5.4 Contingent Assignment of Subcontracts

Delete §5.4.1 in its entirety and in lieu of substitute the following: §5.4.1 In the event this Contract is terminated by the Owner for any of the reasons set forth in Section §14.2, the Owner shall have the right to, without any responsibility to do so, assume the rights and responsibilities of the Contractor under all or some subcontracts, any construction, materials, tools, equipment or rental agreements and/or other commitments which the Owner, in its sole discretion, chooses to assume. While this provision shall constitute a present assignment of Contractor's rights with respect to any and all such contractors, agreements, and commitments which Owner so chooses to assume, the Contractor, upon request from the Owner, shall promptly execute and deliver to the Owner written assignments of Contractor's rights to such contractors, agreements and commitments which the Owner, in its sole discretion, so chooses to take by assignment. All contracts with Subcontractors shall provide for this assignment.

No Change to §5.4.2

No Change to §5.4.3

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§6.1 Owner's Right to Perform Construction and to Award Separate Contracts

Delete §6.1.1 in its entirety and in lieu of substitute the following: §6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

No Change to §6.1.2

No Change to §6.1.3

No Change to §6.1.4

§ 6.2 MUTUAL RESPONSIBILITY

No Change to §6.2.1

No Change to §6.2.2

No Change to §6.2.3

No Change to §6.2.4

No Change to §6.2.5

§ 6.3 OWNER'S RIGHT TO CLEAN UP

No Change to §6.3

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

No Change to §7.1.1

No Change to §7.1.2

No Change to §7.1.3

Add §7.1.4 to read: §7.1.4 Notwithstanding any other provisions in the Contract Documents, the adjustment in the Contract Sum and Contract Time, if any, set forth in a Change Order shall constitute the entire compensation and adjustment, including all indirect costs and expenses due to the Contractor on account thereof, unless otherwise provided in the Change Order.

§ 7.2 CHANGE ORDERS

No Change to §7.2.1

Add §7.2.2 to read: §7.2.2 Acceptance of a disbursement from any allowance fund or contingency by issuance and acceptance of a Change Order by the Contractor shall constitute full accord and satisfaction for any and all claims, whether direct or indirect, including but not limited to impact, delay or acceleration damages, arising from the subject matter of the disbursement or Change Order.

Add §7.2.3 to read: §7.2.3 Notwithstanding any other provisions in the Contract Documents, the adjustment in the Contract Sum and Contract Time, if any, set forth in a Change Order shall constitute the entire compensation and adjustment, including all indirect costs and expenses due to the Contractor on account thereof, unless otherwise provided in the Change Order.

§ 7.3 Construction Change Directives

No Change to §7.3.1

No Change to §7.3.2

No Change to §7.3.3

No Change to §7.3.4

No Change to §7.3.5

No Change to §7.3.6

Delete §7.3.7 in its entirety and in lieu of substitute the following: §7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment 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 Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section §7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section §7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including costs of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit and inspection fees related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change, if change results in an increase of contract time.

Delete §7.3.8 in its entirety and in lieu of substitute the following: §7.3.8 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 Contract Sum shall be actual net cost plus the Contractor's allocated percent for profit and overhead as confirmed by the Architect, subject to equitable adjustment recommended by the Architect and approved by the Owner. 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.

No Change to §7.3.9

No Change to §7.3.10

Add §7.3.11 to read: §7.3.11 When changes in the Work are indicated to be paid from a contingency allowance, if any, identified in the Contract Documents, the Contractor's supervision and all other overhead items and profit shall be deemed to be included in the Contract Sum, and not in the contingency allowance.

§ 7.4 Minor Changes in the Work

No Change to §7.4 Minor Changes in the Work

ARTICLE 8 TIME

§ 8.1 Definitions

No Change to §8.1.1

Delete §8.1.2 in its entirety and in lieu of substitute the following: §8.1.2 The date of commencement of the Work shall be the date established in the Contractor's written notice to proceed. The notice to proceed shall not be issued until the Agreement has been signed by the Contractor and the Owner, the Owner and Architect have received and approved as to form all required payment and performance bonds and insurance as required by Article 11.

Delete §8.1.3 in its entirety and in lieu of substitute the following: §8.1.3 The date of Substantial Completion is the date certified by the Architect and Owner in accordance with Section §9.8. The date of Final Completion is the date certified by the Architect in accordance with Section §9.10. Unless otherwise agreed in writing by Owner, Contractor agrees that Final Completion shall occur not more than sixty (60) days after the date of Substantial Completion.

No Change to §8.1.4

§ 8.2 Progress and Completion

Delete §8.2.1 in its entirety and in lieu of substitute the following: §8.2.1 Time limits stated in the Contract Documents are the essence of the Contract. By executing the Agreement the Contractor confirms and accepts that the Contract Time is a reasonable period for performing the Work.

No Change to §8.2.2

No Change to §8.2.3

Add §8.2.4 to read: §8.2.4 In the event Substantial Completion is not achieved by the designated date, or as it may be extended, Owner may withhold payment of any further sums due until Substantial Completion is achieved. Owner shall also be entitled to deduct out of any sums due to the Owner in accordance with the Contract Documents.

Add §8.2.5 to read: §8.2.5 If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor and the Contractor's surety, as liquidated damages and not as a penalty, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing until the actual Date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work: \$200.00 per Calendar Day as per Article 5 and Article 6 of executed AIA Document A101 – 2017 Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum.

§ 8.3 Delays and Extensions of Time

Delete §8.3.1 to read: §8.3.1 The Owner, except as provided for in this Section §8.3.1, shall not be liable to the Contractor for delay to the Contractor's Work by the act, neglect or default of the Owner or the Architect, or by reason of fire, act of God, riot, strike, action of workmen or others, or any cause beyond the Owner's control. Should the Owner or Architect delay the Contractor in the Work, Contractor shall receive an extension of time for completion equal to the delay if a written claim is made within ninety-six (96) hours, and under no circumstances shall Owner be liable to pay the Contractor any monetary compensation for such Owner or Architect caused delays and under no circumstances shall Owner be liable to pay the Contractor.

No Change to §8.3.2

Delete §8.3.3 in its entirety and in lieu of substitute the following: §8.3.3 This Agreement does not permit the recovery of damages by the Contractor for delay, disruption or acceleration. Contractor agrees that Contractor shall be fully compensated for all delays solely by an extension of time.

ARTICLE 9 PAYMENTS AND COMPLETION (The Owner's obligations under this Article will be primarily be performed by County Officials of Gulf Bend Center and their actions shall be binding to the extent State Law allows.)

§ 9.1 Contract Sum

Delete §9.1.1 in its entirety and in lieu of substitute the following: §9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. All costs of overtime work required by the Contract Time and the nature of the Work, as set forth in

or inferable from the Contract Documents, except costs of emergencies covered in Section §10.4, shall be and are included in the Contract.

No Change to §9.1.2

No Change to §9.2

§ 9.3 Applications for Payment

Delete §9.3.1 in its entirety and in lieu of substitute the following: §9.3.1 At least ten (10) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section §9.2, for completed portions of the Work. Such application shall be notarized and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers and shall reflect retainage. Owner or Architect may also require receipts, invoices, cancelled checks, time sheets, or any other form of proof of costs or expenses, including non-fixed general conditions, for the Work for payment is being requested. The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703, Continuation Sheet.

No Change to §9.3.1.1

No Change to §9.3.1.2

Add §9.3.1.3 to read: §9.3.1.3 Contractor agrees that, for purposes of Texas Government Code Section 2251.042, receipts of the Application for Payment by the Architect shall not be construed as receipt of an invoice by the Owner. Contractor further agrees that Owner's receipt of the Architect's Certificate for Payment shall be construed as a receipt of an invoice by the Owner, for purposes of Texas Government Code section 2251.042.

No Change to §9.3.2

Delete §9.3.3 in its entirety and in lieu of substitute the following: §9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free of claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers or other entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

Add §9.3.3.1 to read: §9.3.3.1 **CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY**

THE CONTRACTOR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.

Add §9.3.4 to read: §9.3.4 Upon Owner's request, Contractor will at his own expense, by bonding or otherwise, receive prompt discharge of any claims that may be filed against the Owner arising out of the contract.

§ 9.4 Certificates for Payment

Delete §9.4.1 in its entirety and in lieu of substitute the following: §9.4.1 The Architect will, within ten (10) days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section §9.5.1.

No Change to §9.4.2

§ 9.5 Decisions to Withhold Certification

Delete §9.5.1 in its entirety and in lieu of substitute the following: §9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section §9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section §9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section §3.3.2, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

.7 repeated failure to carry out the Work in accordance with the Contract Documents;

.8 delay beyond the times set forth elsewhere in the Contract Documents including but not limited to the submission for approval of the schedule of values, cost breakdowns on proposal requests, progress schedule, list of Subcontractors and insurance requirements;

.9 evidence of financial inability to perform the Contract fully;

.10 failure to submit record documents required by the Contract; or

.11 failure of the Contractor to perform any other obligations of the Contract.

Delete §9.5.2 in its entirety and in lieu of substitute the following: §9.5.2 The Owner shall not be deemed in default by reason of withholding payment in whole or in part as provided for in Section 9.5.1, and Contractor may not file Claim against Owner for withholding of such payments.

No change to §9.5.3

Add sentence end of §9.5.4 to read: Owner's issuance of a joint check to Contractor and a Subcontractor shall in no way be construed as creating a contractual relationship between the Owner and that Subcontractor

§ 9.6 Progress Payments

Delete §9.6.1 in its entirety and in lieu of substitute the following: §9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment for undisputed amounts in the manner and within the time provided in the Contract Documents and shall so notify the Architect. Owner shall notify Contractor within twenty-one (21) days if Owner disputes the Architect's Certificate for Payment, pursuant to Texas Government Code section 2251.042 *et seq.* listing the specific reasons for nonpayment. Payments to the Contractor shall not be construed as releasing the Contractor or his Surety from any obligations under the Contract Documents.

Delete §9.6.2 in its entirety and in lieu of substitute the following: §9.6.2 The Contractor shall, within ten (10) days following receipt of payment from the Owner, pay all bills for labor and materials performed and furnished by others in connection with the construction, furnished and equipping of the improvements and the performance of the Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor's failure to make payments within such time shall constitute a material breach of this contract. Contractor shall include a provision in each of its contracts imposing the same payment obligations on its Subcontractors as are

applicable to the Contractor hereunder. If the Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner as per §9.5.1.3.

No Change to §9.6.3

Delete §9.6.4 in its entirety and in lieu of substitute the following: §9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

No Change to §9.6.5

No Change to §9.6.6

Delete §9.6.7 in its entirety and in lieu of substitute the following: §9.6.7 The Contractor shall, as a condition precedent to any obligation of the Owner under the Contract Documents, provide to the Owner payment and performance bonds in the full penal amount of the Contract in accordance with Texas Government Code Chapter 2253.

Delete §9.6.8 in its entirety

§ 9.7 Failure of Payment

Delete §9.7 in its entirety and in lieu of substitute the following: §9.7 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within thirty (30) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within thirty (30) days after the date established in the Contract Documents the amount certified by the Architect, then the Contractor may, upon seven (7) additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

Delete §9.8.1 in its entirety and in lieu of substitute the following: §9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, but in no case sooner than any certification from State Agencies from whom certification may be required prior to use or occupancy of the

facilities when occupancy is contingent on such certifications. In the event Substantial Completion is not achieved by the designated day, or as it may be extended, Owner may withhold payment of any further sums due until Substantial Completion is achieved. Owner shall also be entitled to deduct out any sums due to Contractor any or all liquidated damages due Owner in accordance with the Contract Documents.

Delete §9.8.2 in its entirety and in lieu of substitute the following: §9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect and the Owner a comprehensive list (a “punch list”) which shall identify all (1) non-conforming, defective and incomplete Work and establish the date of commencement of warranties in connection with any Work, and (2) any other items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The Contractor acknowledges that during the period when it is completing the punch list, Owner may be occupying or preparing to occupy the Project, and that disputes may arise between Contractor and Owner as to the responsibility for correction of certain damage to the Work. Contractor agrees that it shall promptly perform any such corrective work irrespective of any dispute as to Contractor’s responsibility therefore, subject to Contractor’s right to make claim for additional compensation resulting therefrom pursuant to the terms of this Contract.

Delete §9.8.3 in its entirety and in lieu of substitute the following: §9.8.3 Upon receipt of the Contractor’s “Punch List”, the Architect and Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect’s or Owner’s inspection discloses any item, whether or not included on the Contractor’s list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

.1 If, in Architect’s opinion during the inspection, the Project, or the designated portion thereof which Owner has agreed to accept separately, is not sufficiently complete to warrant inspection, or if the list of items to be completed or corrected is not sufficiently complete to warrant inspection, then Architect may terminate the inspection and notify the Contractor that the Project is not ready for inspection. If for such reasons, Architect is required to make additional inspections, the Owner may deduct the cost of Architect’s additional services made necessary thereby from any payments due the Contractor. The Architect’s compensation shall be determined in accordance with the applicable provisions of the Agreement between the Owner and Architect.

.2 Except with the consent of the Owner, the Architect will perform no more than two (2) inspections to determine whether the Work has attained Substantial Completion in accordance

with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect, Engineer, Consultant or service provider for any additional inspections.

No Change to §9.8.4

Delete §9.8.5 in its entirety and in lieu of substitute the following: §9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance, the Owner will pay contractor in full for all work identified as being substantially complete less retainage. Payment of retainage will not be made until all items on the punch list attached to the Certificate of Substantial Completion are completed.

Add §9.8.6 to read: §9.8.6 Retainage is not due to the Contractor until thirty-one (31) days after Final Completion of the Work as set out in Section 9.10. After the Certificate of Substantial Completion is accepted by the Owner, the Owner may, in its sole discretion and upon acceptance and consent of surety, make payment of retainage on all or a part of the Work accepted.

§ 9.9 Partial Occupancy or Use

Delete §9.9.1 in its entirety and in lieu of substitute the following: §9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the property insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section §9.8.2, and upon receipt of the Contractors list, Architect and Owner will respond as provided under Section §9.8.3. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

No Change to §9.9.2

Delete §9.9.3 in its entirety and in lieu of substitute the following: §9.9.3 Unless expressly agreed upon in writing, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

Delete §9.10.1 in its entirety and in lieu of substitute the following: §9.10.1 When all of the Work is finally completed and the Contractor is ready for a final inspection it shall notify the Owner and Architect thereof in writing. Thereupon, the Architect and Owner will make final inspection of the Work and, if the Work is complete in full accordance with the Contract Documents and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. Except with the consent of the Owner, the Architect will perform no more than two (2) inspections to determine whether the Work has attained Final Completion in accordance with the Contract Documents. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection(s) of the Work, the Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect, Engineer, Consultant or service provider for any additional inspections.

Delete §9.10.2 in its entirety and in lieu of substitute the following: §9.10.2 The Contractor shall not be entitled to final payment unless and until it submits to the Architect its affidavit that the payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property, might be responsible have been fully paid or otherwise satisfied; releases and waivers of claims from all Subcontractors of the Contractor and of any and all other parties required by the Architect or the Owner; such other provisions as Owner may request; and consent of Surety to final payment. If any third party fails or refuses to provide a release or waiver as required by Owner, the Contractor shall furnish a bond or secure continuance of bonds already in force which would be satisfactory to the Owner to discharge any such claim or indemnify the Owner from liability.

Delete §9.10.3 in its entirety and in lieu of substitute the following: §9.10.3 The Owner shall make final payment of all sums due the Contractor not more than thirty-one (31) days after the Architect's execution of a final Certificate for Payment. The Final Payment shall not constitute a waiver of any claims by the Owner.

Delete §9.10.4 in its entirety

Delete §9.10.5 in its entirety and in lieu of substitute the following: §9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by the payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

No Change to §10.1

Delete §10.1 in its entirety and in lieu of substitute the following: §10.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract, including but not limited to the following;

.1 Contractor's employees, agents, and Subcontractors shall not perform any service for Owner while under the influence of alcohol or any controlled substance. Contractor, its employees, agents, and Subcontractors shall not use, possess, distribute, or sell illicit or nonprescription controlled drugs or drug paraphernalia, or misuse legitimate prescription drugs while performing the Work. Contractor, its employees, agents, and Subcontractors shall not use, possess, distribute, or sell alcoholic beverages while performing the work.

.2 Contractor has adopted or will adopt its own policy to assure a drug and alcohol-free work place while performing the Work.

.3 Contractor will remove any of its employees from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such employee, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove employees from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, Contractor's employees may only be considered for return to work after the Contractor certifies as a result of a for-cause test, conducted immediately following removal that said employee was in compliance with this contract. Contractor will not use an employee to perform the Work who either refuses to take, or tests positive in, any alcohol or drug test.

.4 Contractor will comply with all applicable federal, state, and local drug and alcohol related laws and regulations (e.g., Department of Transportation regulations, Department of Defense Drug-Free Workplace Policy, Drug-Free Workplace Act of 1988).

.5 Policy bans the presence of all weapons on the Project site, including handguns, whether or not the owner thereof has a license to carry a handgun, concealed or open.

§10.2 Safety of Persons and Property

Delete §10.2.1 in its entirety and in lieu of substitute the following: §10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

.1 employees on the Work site, persons on Owner's premises and other persons who may be affected thereby, which protection shall include the installation of fencing or other barriers between the Work site and the occupied portion of a connecting or adjacent facility;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor of the Contractor's Subcontractors or Sub-Subcontractor; and

.3 other property at the site or adjacent thereto, such as other buildings, fencing, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

Delete §10.2.2 in its entirety and in lieu of substitute the following: §10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, insurance requirements, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

Delete §10.2.3 in its entirety and in lieu of substitute the following: §10.2.3 The Contractor shall erect and maintain as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor. Contractor shall provide reasonable fall protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees, and cause all subcontractors or others working under Contractor to do likewise.

Delete §10.2.4 in its entirety and in lieu of substitute the following: §10.2.4 When use or storage of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel and shall only conduct such activities after giving reasonable advance written notice of the presence or use of such materials, equipment or methods to Owner and Architect. The storage of explosives on Owner's property is prohibited. The use of explosive materials on Owner's property is prohibited unless expressly approved in advance in writing by Owner and Architect.

Delete §10.2.5 in its entirety and in lieu of substitute the following: §10.2.5
CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL HOLD INDEMNITEES FREE AND HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS ON OR OFF THE SITE AND/OR IN TRANSIT AS REFERRED TO IN CLAUSE 10.2.1.2 EVEN IF SUCH LOSS OR DAMAGE RESULTS ANY INDEMNITEE, INDEMNITEE'S CONSULTANT'S NEGLIGENCE. AS TO PROPERTY REFERRED TO IN CLAUSE 10.2.1.3, CONTRACTOR SHALL HOLD INDEMNITEES FREE AND HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE CAUSED IN WHOLE OR IN PART BY THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, ANYONE FOR WHOSE ACTS OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH DAMAGE IS CAUSED IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY INDEMNITEES. THE FOREGOING OBLIGATIONS OF THE CONTRACTOR ARE IN ADDITION TO HIS OBLIGATIONS UNDER SECTION 3.18.

NOTWITHSTANDING THE FOREGOING, THE ARCHITECT AND THE ARCHITECT'S CONSULTANTS SHALL BE INDEMNIFIED ONLY TO THE EXTENT ALLOWED BY LAW. THIS IS NOT INTENDED TO COVER THE ARCHITECT'S AND ARCHITECT'S CONSULTANTS' PROFESSIONAL LIABILITIES.

No Change to §10.2.6

No Change to §10.2.7.

§10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

Delete §10.2.8 in its entirety and in lieu of substitute the following: If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding three (3) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. No provision of the Contract Documents shall waive Owner's immunity under the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101.

§ 10.3 Hazardous Materials and Substances

No Change to §10.3.1

No Change to §10.3.2

Delete §10.3.3 in its entirety and in lieu of substitute the following: §10.3.3 TO THE FULLEST EXTENT PERMITTED BY TEXAS STATE LAW, THE OWNER SHALL HOLD HARMLESS THE CONTRACTOR, SUBCONTRACTORS, ARCHITECT, ARCHITECT'S CONSULTANTS AND AGENTS AND EMPLOYEES OF ANY OF THEM FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND EXPERT WITNESS FEES, ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK IN THE AFFECTED AREA IF IN FACT THE MATERIAL OR SUBSTANCE PRESENTS THE RISK OF BODILY INJURY OR DEATH AS DESCRIBED IN SECTION 10.3.1 AND HAS NOT BEEN RENDERED HARMLESS, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), EXCEPT TO THE EXTENT THAT SUCH DAMAGE, LOSS OR EXPENSE IS DUE TO THE FAULT OR NEGLIGENCE OF THE PARTY SEEKING RELIEF. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION 10.3.3, THE AGREEMENT OF THE OWNER TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE PARTIES DESCRIBED IN THIS SECTION SHALL NOT EXTEND OR APPLY TO CLAIMS, DAMAGES, LOSSES, EXPENSES OR LIABILITIES RELATED TO, CREATED OR CAUSED IN WHOLE OR IN PART BY A PARTY HELD HARMLESS; IT BEING AGREED AND UNDERSTOOD THAT THE OWNER

AND ANY PARTY SO IDENTIFIED SHALL EACH BEAR LIABILITY FOR ITS OWN NEGLIGENT ACTS OR OMISSIONS, AND THAT SUCH LIABILITY SHALL EXTEND ONLY FOR THE NEGLIGENT ACTS AND OMISSIONS OF THE OWNER.

No Change to §10.3.4

No change to §10.3.5

No Change to §10.3.6

§10.4 Emergencies

Delete §10.4 in its entirety and in lieu of substitute the following: In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

Add §10.4.1 to read: §10.4.1 The performance of the foregoing services by the Contractor shall not relieve the Contractor of its responsibility for the safety of persons and property and for compliance with all federal, state and local statutes, rules, regulations and orders of any governmental authority applicable to the conduct of the Work.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

Delete §11.1.1 in its entirety and in lieu of substitute the following: §11.1.1 The Contractor shall purchase from and maintain in a company or companies with a "Best Rating" of "A" or better and lawfully authorized to conduct business in the jurisdiction in which the project is located the following kinds of liability insurance and minimum limits of coverage which will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable:

Add §11.1.1.1 to read: §11.1.1.1 Worker's Compensation Coverages in compliance with 28 TAC 110.110(c) (7), adopted to implement Texas Labor Code 406.096.

a. A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project.

b. Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

c. Persons providing services on the project (“subcontractor” in TEXAS LABOR CODE 406.096) include all persons or entities performing all or part of the services that the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

d. Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.

e. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of TEXAS LABOR CODE 401.011(44) for all employees of the contractor providing services on the project for the duration of the project.

f. The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

g. If the coverage period shown on the contractor’s current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

h. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

i. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

j. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

k. The contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Worker's Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

l. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of TEXAS LABOR CODE 401.011(44) for all of its employees providing services on the project for the duration of the project;

2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project;

3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

4) obtain from each other person with whom it contracts and provide to the contractor. (Owner may request copies of these certificates from the contractor):

a) a certificate of coverage, prior to the other person beginning work on the project; and

b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6) notify the governmental entity in writing by certified mail of personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7) contractually require each person with whom it contracts to perform as required by items 1-6, with the certificates of coverage to be provided to the person for whom they are providing services.

m. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the

duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self- Insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

n. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitles the governmental entity to declare the contract void if the contractor does not remedy the breach with-in ten (10) days after receipt of notice of breach from the governmental entity.

o. The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996. 28 TAC 110.110(i)

Add §11.1.1.2 to read: §11.1.1.2 Contractor's Comprehensive General Liability including Independent Contractor's Liability, Contractual Liability, Completed Operations & Products Liability and Excavation & Underground coverage, where applicable, all on an occurrence basis with Personal Injury and Broad Form Property Damage coverage. CLAIMS MADE POLICIES ARE NOT ACCEPTABLE. Completed Operations Liability shall be kept in force for at least one year after the date of final completion. Provide the following minimum limits of coverage:

| | |
|----------------------------------------------|----------------|
| a. Bodily Injury, Each Occurrence | \$500,000.00 |
| b. Damage to Rented Premises Each Occurrence | \$300,000.00 |
| c. Medical Expense – Any One Person | \$10,000.00 |
| d. Personal & Advertising Injury | \$500,000.00 |
| e. General Aggregate | \$1,000,000.00 |
| f. Products – Completed Operations Aggregate | \$1,000,000.00 |

Add §11.1.1.3 to read: §11.1.1.3 Automobile Liability covering hired, owned and non-owned vehicles. Provide the following minimum limits of coverage:

a. Bodily Injury Per Person & Property Damage Combined Single Limit (CSL) \$1,000,000.00

Add §11.1.1.4 to read: §11.1.1.4 Excess Indemnity Policy (Umbrella) covering both General and Automobile Liability. Provide the following minimum coverage:

a. Each Occurrence \$2,000,000.00

b. Annual Aggregate \$2,000,000.00

Add §11.1.1.5 to read: §11.1.1.5 All of the Contractor's liability policies required above shall name the Owner, Gulf Bend Center and the Architect and all of their consultants as additional insureds and include waivers of subrogation in favor of the Owner, Gulf Bend Center and the Architect and all of their consultants.

Add §11.1.1.6 to read: §11.1.1.6 The amendment of form language relative to cancellation notification on certificates of insurance cannot simply be made on the face of the form but must actually be made by policy endorsement in compliance with State of Texas insurance regulations.

Add §11.1.1.7 to read: §11.1.1.7 The required insurance must be written by a company licensed to do business in Texas at the time the policies are issued. In addition, the company must be acceptable to the Owner.

Delete §11.1.2 in its entirety and in lieu of substitute the following: §11.1.2 The Contractor shall procure and obtain all bonds at the appropriate time as prescribed by Section 2269.258 of the Texas Government Code as required of the Owner by applicable Laws or by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. All bonds must comply with the requirements of Texas Insurance Code, Section 7.19-1 and all bonding companies must be licensed to do business in the State of Texas and, if bond amounts exceed \$100,000.00, hold a certificate of authority from the U.S. Secretary of the Treasury or reinsurance for liability in excess of \$100,000.00 from a reinsurer authorized and admitted as a reinsurer in the State of Texas and that is a holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. Owner and Architect reserve the right to rely on the Treasury list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirement. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings. The Contractor shall furnish a Performance Bond and Labor and Material Payment Bond meeting all statutory requirements of the state in which the Project is located, including Chapter 2253 of the Texas Government Code, and in form and substance satisfactory to the Owner and, without limitation, complying with the following specific requirements:

Add §11.1.2.1 to read: §11.1.2.1 Except as otherwise required by statute the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment;

Add §11.1.2.2 to read: §11.1.2.2 Bonds shall be executed by a responsible surety licensed in the state in which the Project is located, and shall remain in effect for a period not less than two (2) years following the date of Substantial Completion of the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer;

Add §11.1.2.3 to read: §11.1.2.3 The Performance Bond and the Labor and Material Payment Bond shall each be in an amount equal to 100% of the Contract Sum;

Add §11.1.2.4 to read: §11.1.2.4 The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the necessary limit of such power;

Add §11.1.2.5 to read: §11.1.2.5 Every Bond under this Section §11.1.2 must be an original and display the Surety's Bond Number, and also include the name, address and telephone number of the bond company. A rider including the following provisions shall be attached to each Bond;

.1 Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents which, singularly or in the aggregate, does not exceed ten percent (10%) of the Contract Sum. Except as to increases in the Contract Sum in excess of the percentages set forth above in this Clause §11.1.2.5.1, any other addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived.

.2 Surety further agrees that in event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner, and the Owner shall have thirty (30) days from time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to Lender, if applicable, and the Owner.

.3 Surety agrees that it is obligated under the bonds to any successor, grantee or assignee of the Owner.

Add §11.1.2.6 to read: §11.1.2.6 The Contractor shall keep the surety informed of the progress of the Work, and, where necessary, obtain the surety's consent to, or waiver of:

.1 notice of changes in the Work;

.2 request for reduction or release of retention;

.3 request for final payment; and

.4 any other material required by the surety. The Owner shall be notified by the Contractor, in writing, of all communications with the surety. The Owner may, in the Owner's sole discretion, inform surety of the progress of the Work and obtain consents as necessary to protect the Owner's rights, interest, privileges and benefits under and pursuant to any bond issued in connection with the Work.

Add §11.1.2.7 to read: §11.1.2.7 The Contractor shall provide Maintenance Bond Coverage to extend for the one (1) year period of the General Warranty to insure his performance under the terms of his obligation.

Delete §11.1.3 in its entirety and in lieu of substitute the following: §11.1.3 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. Contractor must provide all subcontractors and suppliers with copies of Payment Bond provided on the Project and contact information for the company issuing the Bond upon execution of a subcontract or placement of order for materials.

No Change to §11.1.4

Add §11.1.5 to read: §11.1.5 The Contractor shall affect and maintain builders risk All Risk insurance protection written on an Installation Floater form, which allows the Owner to fully occupy the premises during the work, for the completed value of new portions of the entire structure on which work of this Contract is done, using standard insurance forms or their equivalent for this purpose. The Owner, Contractor and Architect and his consultants shall be named or designated in such capacity as insured jointly with the Contractor in this policy or policies, which shall be open to any of the Insured's inspections. The Contractor shall accomplish this by having an appropriate rider added to all policies as follows: The (name of insurance company) does insure (names of Owner, the Property Owner and Architect) with them at the described premises, but only to the extent of their individual interests, if any, as they may appear. If not covered under the All Risk insurance or otherwise provided in Contract Documents, the Contractor shall affect and maintain similar property insurance on portions of the work stored off the site or in transit when such portions of the work are to be included in an Application for Payment under Subparagraph §9.3.2. Policy shall have as endorsements, Texas Form No. 21, (Actual Completed Value), Texas Form No. 79-c, (Vandalism and Malicious Mischief Endorsement) including name of the Contractor and Owner. If the project is in a tier one wind storm zone the policy must also include windstorm coverage.

Add §11.1.6 to read: §11.1.6. The Contractor shall purchase and maintain separate boiler and machinery insurance which shall specifically cover such insured objects during installation and until final acceptance by Owner if the Contractor's normal liability or property insurance coverage excludes such objects. This insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

Add § 11.1.7 to read: § 11.1.7 If the Owner requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Contractor shall, if possible, include such insurance, and the cost thereof shall be charged to the Owner by appropriate Change Order.

Add § 11.1.8 to read: § 11.1.8 A loss insured under the Contractor's property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

Add § 11.1.9 to read: § 11.1.9 If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

Add § 11.1.10 to read: § 11.1.10 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Contractor's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement.

Add § 11.1.11 to read: § 11.1.11 Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by this Section §11.1. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Owner and others who are jointly insured.

§ 11.2 OWNER'S INSURANCE

Delete §11.2.1 in its entirety and in lieu of substitute the following: §11.2.1 Owner may, in its sole discretion, purchase an Owner Controlled Insurance Program (OCIP) for the Project. Owner will consult and confer with Contractor prior to purchasing OCIP. If OCIP is purchased, its cost will be included in the Cost of Work.

Delete §11.2.2 in its entirety

Delete §11.2.3 in its entirety

§ 11.3 Waivers of Subrogation

Delete §11.3.1 in its entirety and in lieu of substitute the following: §11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section §11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Contractor as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

No change to §11.3.2

Delete §11.4 in its entirety

Delete §11.5 including §11.5.1 and §11.5.2 in their entirety

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

No Change to §12.1.1

Delete §12.1.2 in its entirety and in lieu of substitute the following: §12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§12.1.2.1 If a portion of the Work has been covered and the Architect has specifically requested to see such Work, or if any known deficiencies exist, or the Contract Documents specifically request inspection prior to its being covered, the Architect may request to see that Work and it shall be uncovered by the Contractor. If the Work is not in accordance with the Contract Documents, it must be corrected and covered at the expense of the Contractor. If the Work is according to the Contract Documents, the cost to restore cover on the Work is at the sole expense of the Contractor.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

No Change to §12.2.1

§ 12.2.2 After Substantial Completion

No Change to §12.2.2.1

No Change to §12.2.2.2

No Change to §12.2.2.3

Delete §12.2.2.4 in its entirety and in lieu of substitute the following: §12.2.2.4 Upon request by the Owner and prior to the expiration of one (1) year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

No Change to §12.2.3

No Change to §12.2.4

No Change to §12.2.5

Add §12.2.6 to read: §12.2.6 Contractor shall (1) re-execute any parts of the Work that fail to conform with the requirements of this Agreement that appear in the progress of the Work; (2) remedy any defects in the Work due to faulty materials or workmanship which appear within a period of one (1) year from Substantial Completion of the Work hereunder, or within such longer period of time as may be set forth in the Drawings and Specifications of other Contract Documents; and (3) replace, repair, or restore any parts of the Project or furniture, fixtures, equipment, or other items placed therein, whether by Owner or any other party, that are injured or damaged by any such parts of the Work that do not conform to the requirements of the Contract Documents or defects in the Work.

Add §12.2.7 to read: §12.2.7 The provisions of this Section §12.2 apply to Work done by Subcontractors of the Contractor as well as Work done directly by employees of the Contractor.

The provisions of this Section §12.2.7 shall not apply to corrective Work attributable solely to the acts or omissions of any separate Contractor or Owner unless Contractor is acting in such capacities. The cost to Contractor to performing any of its obligations under this Clause §12.2.7 to the extent not covered by insurance shall be borne by Contractor.

Add §12.2.8 to read: §12.2.8 If however, Owner and Contractor deem it inexpedient to require the correction of Work damaged or not done in accordance with the Contract Documents, as equitable deduction from the Contractor Sum shall be made by agreement between Contractor and Owner. Until such settlement, Owner may withhold such sums as Owner deems just and reasonable from moneys, if any, due Contractor. The settlement shall not be unreasonable delayed by the Owner and the amount of money withheld shall be based on estimated actual cost of the correction to Owner.

Add §12.2.9 to read: §12.2.9 Contractor's express warranty herein shall be in addition to, and not in lieu of, any other remedies Owner may have under the Contract Documents, at law, or in equity for defective Work.

§ 12.3 Acceptance of Nonconforming Work

No Change to §12.3

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

Delete §13.1 in its entirety and in lieu of substitute the following: The Contract shall be governed by the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. The Contract is deemed performable entirely in Victoria County, Texas. Any litigation to enforce or interpret any terms of the Contract, or any other litigation arising out of or as a result of the Contract, shall be brought in the State courts of said County. No provision of this Agreement shall waive any immunity or defense.

Add § 13.1.1 As per TGC Chapter 2270 Israel Verification, Rawley McCoy & Associates, PLLC hereby verifies that under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- .1 Does not boycott Israel currently; and
- .2 Will not boycott Israel during the time of the contract.

Add § 13.1.2 Pursuant to Section 2270.001, Texas Government Code:

.1 "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an

Israeli-controlled territory, but does not include an action made for ordinary business purposes;
and

.2 "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. "Governmental entity" means a state agency or political subdivision of this state

§13.2 Successors and Assigns

No Change to §13.2.1

No Change to §13.2.2

§13.3 Rights and Remedies

No Change to §13.3.1

No Change to §13.3.2

Add §13.3.3 to read: §13.4.3 If any provision or any portion of a provision of the Contract Documents or of any other document to be executed in connection with the Contract is deemed to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining portion of that provision or of any other provision of any of the Contract Documents or such other document, as each provision of the Contract and all such other documents shall be deemed to be severable from all other provisions hereof and thereof."

Add §13.3.4 to read: §13.3.4 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at, or sent by registered or certified mail return receipt requested, or by courier service providing proof of delivery, or by electronic facsimile transmission to the last business address known to the party giving notice.

§ 13.4 Tests and Inspections

Delete §13.4.1 in its entirety and in lieu of substitute the following: §13.4.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, insurance requirements, rules and regulations or lawful orders of public authorities. The Owner will contract for, independently of the Contractor, the inspection services, the testing of construction materials engineering, and the verification testing services necessary for the acceptance of the Work by the Owner. The Contractor shall give timely notice to the persons or entities selected by the Owner of the need for such services. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The

Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

No Change to §13.4.2

No Change to §13.4.3

No Change to §13.4.4.

No Change to §13.4.5

No Change to §13.4.6

§13.5 Interest

Delete §13.5 Interest in its entirety and in lieu of substitute the following: Payments due and unpaid under the Contract Documents shall bear interest in accordance with the Texas Prompt Payment Act, Texas Gov't Code Chapter 2251. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives the Contractor's Certificate for Payment from the Architect if Owner's governing body meets more than once per month. Any such payment shall be deemed overdue on the forty-sixth (46th) day after Owner receives the Contractor's Certificate for Payment from the Architect if Owner's governing body meets once a month or less frequently. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.

Add §13.6 Project Information and Records

Add §13.6.1 to read: §13.6.1 Contractor agrees to furnish Owner such information as may be available in Contractor's files and records for the Project for the purpose of aiding Owner in establishing a depreciation schedule for the Project or such portions thereof as Owner may determine.

Add §13.6.2 to read: §13.6.2 Contractor shall at all times through date of Final Completion, maintain Job Records, including, but not limited to, invoices, payment records, payroll record, daily reports, diaries, logs, instructions, drawings, receipts, contracts, purchase orders, vouchers, memoranda, other financial data and job meeting minutes applicable to the Project, in a manner which maintains the integrity of the documents. Job Records must be retained by Contractor for at least twelve (12) years after the date of Final Completion of the Project. Within ten (10) days of Owner's request, Contractor shall make such Job Records available for inspection, copying and auditing by the Owner, Architect or their respective representatives, at Owner's central office.

Add §13.6.3 to read: §13.6.3 Contractor shall keep a full and detailed financial accounting system and shall exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control system shall be satisfactory to the Owner.

Add §13.6.4 to read: §13.6.4 Contractor shall keep all Construction Documents related to the Project provided, however, Contractor shall not destroy said documents until Contractor has confirmed with Owner in writing that Owner has obtained a copy of all as-built drawings.

Add §13.6.5 to read: §13.6.5 In the event that an audit by the Owner reveals any errors/overpayments by the Owner, then the Contractor shall refund to the Owner the full amount of such overpayment within thirty (30) days of such audit findings, or the Owner, as its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

Delete §14.1.1 in its entirety and in lieu of substitute the following: §14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) 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:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 an act of government, such as a declaration of national emergency that requires all Work to be stopped; or

.3 because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section §9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents.

Delete §14.1.2 in its entirety and in lieu of substitute the following: §14.1.2 The Contractor may terminate the Contract if, 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, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section §14.3 constitute in the aggregate more than one hundred percent (100%) of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

Delete §14.1.3 in its entirety and in lieu of substitute the following: §14.1.3 If one of the reasons described in Section §14.1.1 or §14.1.2 exists, the Contractor may, upon fifteen (15)

days written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment in an amount which would have been recoverable had the termination been for the Owner's convenience.

Delete §14.1.4 in its entirety and in lieu of substitute the following: §14.1.4 If the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon fifteen (15) additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section §14.1.3

§ 14.2 Termination by the Owner for Cause

Delete §14.2.1 in its entirety and in lieu of substitute the following: §14.2.1 The Owner may terminate the Contract if the Contractor

- .1 Repeatedly refuses or fails to supply enough properly skilled workers or proper materials.
- .2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors.
- .3 Repeatedly disregards applicable laws, statutes, ordinances, codes, insurance requirements, rules and regulations, or lawful orders of a public authority.
- .4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.
- .5 Or if any Subcontractor becomes insolvent, enters bankruptcy, receivership or other like proceeding; voluntary or involuntarily, or makes an assignment for the benefit of creditors; and the Contractor, within fifteen (15) days after receipt of notice from the Owner, fails to provide satisfactory evidence that the Contractor will either (1) perform the Work of such Subcontractor with the Contractor's own forces, in a timely manner, or (1) replace the Subcontractor with another similarly qualified Subcontractor who is ready, willing and able to do such Subcontractor's Work in a timely manner; or
- .6 Fails to proceed continuously and diligently with the construction and completion of the Work; except as permitted under the Contract Documents.

Delete §14.2.2 in its entirety and in lieu of substitute the following: §14.2.2 When any of the above reasons exist the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's Surety, if any, seven (7) days' written notice, terminate employment of the Contractor and may, subject to any prior rights of Surety:

.1 Take possession of the site and of all materials, equipment, tools, and construction equipment, and machinery thereof owned by the Contractor.

.2 Accept assignment of contracts pursuant to Section §5.4.

.3 Finish the Work by whatever reasonable method the Owner may deem expedient.

Add §14.2.2.1 to read: §14.2.2.1 In any such event, title to the Work, and any products thereof, whether completed or partially completed, as well as all materials prepared, provided procured or set aside by the Contractor for use in the Work, shall vest in the Owner at the Owner's option, and the Owner may enter the Contractor's premises and remove the same therefrom. No election hereunder shall be construed as a waiver of any rights or remedies of the Owner with regard to any breach of the Contract Documents.

No Change to §14.2.3

No Change to §14.2.4

§ 14.3 Suspension by Owner for Convenience

No Change to §14.3.1

No Change to §14.3.2

§ 14.4 Termination by Owner for Convenience

No Change to §14.4.1

No Change to §14.4.2

Delete §14.4.3 in its entirety and in lieu of substitute the following: §14.4.3 In the case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, for profits only on that portion of the Work executed, and for reasonable costs of demobilization.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

No change to §15.1.1

No change to §15.1.2

§15.1.3 Notice of Claims

No change to §15.1.3.1

No change to §15.1.3.2

§15.1.4 Continuing Contract Performance

No change to §15.1.4.1

No change to §15.1.4.2

§ 15.1.5 Claims for Additional Cost

No Change to §15.1.5 Claims for Additional Cost

§ 15.1.6 Claims for Additional Time

No Change to §15.1.6.1.

Delete §15.1.6.2 in its entirety and in lieu of substitute the following: §15.1.6.2 The Contractor shall be entitled to an extension of the contract time for delays or disruptions due to unusually inclement weather in excess of that normally experienced at the job site. Unusual inclement weather as used herein means unusually severe weather which is beyond the normal weather recorded and expected for the locality of the Work and/or the season or seasons of the year.

Add §15.1.6.2.1 to read: §15.1.6.2.1 Prepare as a base line for monthly weather reporting Norm based upon information compiled from the records of the U.S. Weather Bureau Station at the location of the Work. This shall determine monthly ANTICIPATED unusual weather days. The contractor's progress schedule must reflect these ANTICIPATED adverse weather delays in all-weather dependent activities. In order for a weather-related time extension to be awarded the weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month based upon information compiled from the records of the U.S. Weather Bureau Station at the location of the Work.

Add §15.1.6.2.2 to read: §15.1.6.2.2 Keep Daily Jobsite Reports including both written and photographic record of all weather information, specifically noting any adverse weather, including temperature, wind, rain, etc. If unusually inclement weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating such conditions, the fact that the same could not have been reasonably anticipated, and the fact that they had an adverse effect on the scheduled construction. Give a description of how any adverse weather event will affect the Project Critical Path Schedule and resultant impact to normally scheduled work. The delay must be beyond the control and without the fault or negligence of the contractor. Keep a record of any adverse weather delays as a result of

previous project delays. Such extension of time will be granted only if such unusual inclement weather prevented the execution of Work on normal working days.

Add §15.1.6.2.3 to read: §15.1.6.2.3 The Contractor shall bear the entire economic risk of all weather delays and disruptions and shall not be entitled to any increase in the Contract Price by reason of such delays or disruptions. Requests for an extension of time pursuant to this Subparagraph shall be submitted to the Architect not later than the fifteenth (15th) day of the month following the month during which the delays or disruptions occurred.

§ 15.1.7 Waiver of Claims for Consequential Damages

No Change to §15.1.7 Waiver of Claims for Consequential Damages

§ 15.2 Initial Decision

No change to §15.2.1

No change to §15.2.2

No change to §15.2.3

No change to §15.2.4

No change to §15.2.5

No change to §15.2.6

No change to §15.2.6.1

No change to §15.2.7

Delete §15.2.8 in its entirety and in lieu of substitute the following: §15.2.8 It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialman, artisan, or laborer, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the building, or any of the improvements of whatever nature or kind so erected or to be erected by virtue of this Contract nor upon any of the land upon which said building or any of the improvements are so erected, build, or situated.

Add §15.2.9 to read: §15.2.9 Nothing herein shall preclude the Owner or the Contractor from requesting that the Architect or one or more subcontractors be joined as parties to the mediation, to the extent allowed by their respective contracts.

§ 15.3 Mediation

Delete §15.3.1 in its entirety and in lieu of substitute the following: §15.3.1 In the event that the Owner or the Contractor shall contend that the other has committed a material breach

of this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

Delete §15.3.2 in its entirety and in lieu of substitute the following: §15.3.2 The parties shall endeavor to resolve their claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

Delete §15.3.3 in its entirety and in lieu of substitute the following: §15.3.3 The parties shall select the mediator by mutual agreement and share the mediator's fee and any filing fees equally. If the parties cannot mutually agree upon a mediator the Presiding Judge of the District Courts of Victoria County, Texas shall select the mediator.

Delete §15.3.4 in its entirety and in lieu of substitute the following: §15.3.4 The mediation shall be held in Victoria County, Texas unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Venue for binding dispute resolution shall also be in Victoria County, Texas

§ 15.4 Arbitration

Delete §15.4 in its entirety

§ 15.4.4 Consolidation or Joinder

Delete §15.4.4 in its entirety

Add §15.5 Immunity

Add §15.5.1 to read: §15.5.1 Contractor stipulates that Owner is a political subdivision of the State of Texas and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically provided by law.

END OF 00 73 00

SECTION 01 11 00 – SUMMARY OF WORK

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

PART 1 - GENERAL

- A. THE PROJECT: consists of Phased Interior Renovations of the Second (2nd) and Third (3rd) floors and site of the Gulf Bend Center Building locations at 9502 Nursery Drive, Victoria, TX 77904.
- B. THE WORK:
1. All work or portions of work necessary to provide a complete in-place, weathertight, structural sound facilities as represented in the Drawings and Specifications, including, but not limited to civil sitework and utilities, architectural and structural building components, architectural finishes, equipment, mechanical equipment and ducting, plumbing piping and fixtures, electrical equipment and fixtures, fire alarm, security and communications.

1.2 CONTRACT DESCRIPTION

- A. Perform Work of Contract under separate contract with Owner in accordance with the Conditions of the Contract, and as modified by Supplementary Conditions of the Contract.

1.3 CONTRACTS AND USE OF SITE

- A. Contractor Use of Premises:
1. Confine operations at site to areas permitted by:
 - a. Law
 - b. Ordinances
 - c. Permits
 - d. Contract Documents
 2. Do not unreasonably encumber site with materials or equipment.
 3. Assume full responsibility for protection and safekeeping of products stored on premises.
 4. Obtain and pay for use of additional storage or work areas as needed for operations.
 5. Contractor shall establish secured staging area for work and coordinate and provide for safe passage and exit from building areas during construction, as determined by City and District officials.
 6. Contractor shall coordinate all construction activities with Owner.
 7. Owner reserves the right to perform construction operations with its own forces or to employ separate contractors on portions of the Project. Contractor shall coordinate with this work in terms of providing site access, work space, and storage space, cooperation of work forces, scheduling, and technical requirements.
 8. Coordinate all utility shutdowns with Owner and, as required, with local utility companies, prior to commencement of shutdown.
 9. Periodically perform general clean up at project site as necessary to maintain a clean and safe working environment for the workers and site visitors. Provide litter barrels around site to dispose of litter and other small garbage items and remove large debris and trash from site as required. The Owner and/or Architect shall notify the Contractor if the site requires attention at no cost if the clean up efforts are not completed at reasonable intervals.
- B. Owner Occupancy:
1. Partial Owner Occupancy: The Owner reserves the right to place and install equipment in completed areas of the building, prior to Substantial Completion provided that such occupancy

does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.

2. A Certificate of Substantial Completion will be executed in accordance with conditions of the Contract.
3. Contractor shall obtain a Certificate of Occupancy from local building officials prior to Owner occupancy.
4. Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy the Owner will provide operation and maintenance of mechanical and electrical systems in occupied portions of the building.
5. Prior to partial Owner occupancy, emergency and life safety systems shall be fully operational. Emergency and life safety systems include, but are not limited to, fire sprinkler systems, fire alarm systems, and emergency egress devices. For emergency exiting purposes, the path of travel shall be clearly delineated and functional. If required, temporary barricades shall separate on-going construction from occupied spaces as allowed by the governing agency holding jurisdiction over the Project. Required inspections and tests shall have been successfully completed. Upon occupancy the Owner will provide operation and maintenance of emergency and life safety systems in occupied portions of the building.

C. Owner-Furnished Items:

1. The Owner may provide items to the Contractor for installation in accordance with manufacturer's recommendations and instructions.
2. The Owner will arrange and pay for delivery of Owner-furnished items in accordance with the Contractor's Construction Schedule, and will inspect deliveries for damage.
3. If Owner-furnished items are damaged, defective or missing, through no fault of the Contractor, the Owner will arrange for replacement.
4. The Contractor is responsible for designating the delivery dates of Owner-furnished items in the Contractor's Construction Schedule and for receiving, unloading and handling Owner-furnished items at the site. The Contractor is responsible for protecting Owner-furnished items from damage, including damage from exposure to elements, and to repair or replace items damaged as a result of his operations.

D. Coordination with Owner's Forces or Owner's Contractors:

1. Provide site access, space allocation, scheduling, scheduling coordination, coordination of work forces and coordination of technical requirements with contractors that may be selected and employed by Owner to perform work simultaneously and in conjunction with the Work, which may include, but shall not be limited to the following, as applicable to the Project:
 - a. Materials Inspection and Testing Agency

- E. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the

Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage but only to the extent the Owner would be responsible for any such losses or damages under state and/or federal law.

- F. The Architect will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract, except as noted in the above paragraph.

1.4 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
1. Drawings.
 2. Specifications.
 3. Addenda.
 4. Architects/Engineers written responses to Minor Change directives, Change Proposal Requests, and other supplemental instructions.
 5. Change Orders and other modifications to the Contract.
 6. Reviewed Shop Drawings, Product Data, and Samples.
 7. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Refer to section 01 78 39, Record Documents, As-Built Drawings for additional information.

1.5 PROTECTION OF EXISTING PROPERTY

- A. Contractor shall provide and maintain adequate protection of all Owners' existing property during duration of Project.

1.6 USE OF ASBESTOS FREE MATERIALS, PRODUCTS AND SYSTEMS

- A. The Contractor is reminded to refer to the specification requirements regarding asbestos containing materials.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Refer to Specification Sections.

PART 3 - EXECUTION

3.1 CONSTRUCTION SCHEDULE

- A. The Work shall commence on Notice to Proceed and the duration of Work shall be based on the estimated schedule provided by the Contractor.
- B. Refer to the Standard Form of Agreement between Owner and Contractor and the General Conditions of the Contract for information concerning liquidated damages.

END OF SECTION 01 11 00

SECTION 01 21 00 - ALLOWANCES

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements governing handling and processing allowances.
 - 1. Selected materials and equipment, and in some cases, their installation is shown and specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. Additional requirements, if necessary, will be issued by Change Order.
- B. Types of allowances required include the following:
 - 1. Lump sum allowances.
- C. Allowance amounts shall be transferable to other allowances as directed by the Architect.

1.2 SELECTION AND PURCHASE

- A. At the earliest feasible date after Contract award, advise the Architect of the date when the final selection and purchase of each product or system described by an allowance must be completed in order to avoid delay in performance of the Work.
 - 1. When requested by the Architect, obtain proposals for each allowance for use in making final selections; include recommendations that are relevant to performance of the Work.
 - 2. Purchase products and systems as selected by the Architect from the designated service organization or supplier.

1.3 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to indicate actual quantities of materials delivered to the site for use in fulfillment of each allowance.

1.4 UNUSED MATERIALS

- A. Return unused materials to the manufacturer or supplier for credit to the Owner, after installation has been completed and accepted.
- B. Where it is not economically feasible to return unused material for credit and when requested by the Architect, prepare unused material for the Owner's storage, and deliver to the Owner's storage space as directed. Otherwise, disposal of excess material is the Contractor's responsibility.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 INSPECTION

- A. Inspect products covered by an allowance promptly upon delivery for damage or defects.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related construction activities.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1 – Owner’s Contingency: Include the sum of Fifty Thousand Dollars (**\$50,000.00**) for the cost of any unforeseen expenses that may arise during construction. Allowance may also be used by the owner for betterment of the project.
- B. Allowance No. 4 – Existing HVAC Modification: Include the sum of Five Thousand Dollars (**\$5,000.00**) for the cost for work modifying existing ductwork and grilles in renovated areas. Allowance may also be used by the owner for betterment of the project.

END OF SECTION 01 21 00

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

PART 1 - GENERAL

A. RELATED DOCUMENTS

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

B. SUMMARY

1. Section includes administrative and procedural requirements for substitutions.
2. Related Sections:
 - a. Divisions 02 through 49 Sections for specific requirements and limitations for substitutions.

C. DEFINITIONS

1. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - a. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - b. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

D. SUBMITTALS

1. Substitution Requests: Submit 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.
 - a. Substitution Request Form
 - b. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 1. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 2. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 3. 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.
 4. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 5. Samples, where applicable or requested.
 6. Certificates and qualification data, where applicable or requested.
 7. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.

8. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 9. Research reports evidencing compliance with building code in effect for Project
 10. 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.
 11. Cost information, including a proposal of change, if any, in the Contract Sum.
 12. 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.
 13. 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.
- c. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven (7) days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.
1. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 2. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

E. QUALITY ASSURANCE

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

F. PROCEDURES

1. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

A. SUBSTITUTIONS

1. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than (15) days prior to time required for preparation and review of related submittals.
2. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.

- 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.
3. Substitutions for Convenience: Allowed
 4. Substitutions for Convenience: Architect will consider requests for substitution if received within sixty (60) days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
 - a. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 2. Requested substitution does not require extensive revisions to the Contract Documents.
 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 4. Substitution request is fully documented and properly submitted.
 5. Requested substitution will not adversely affect Contractor's construction schedule.
 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
 7. Requested substitution is compatible with other portions of the Work.
 8. Requested substitution has been coordinated with other portions of the Work.
 9. Requested substitution provides specified warranty.
 10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

END OF SECTION 01 25 00

SUBSTITUTION REQUEST FORM

(Bidding/Negotiating Phase)

Project: _____ Substitution Request Number: _____

_____ From: _____

To: _____ Date: _____

_____ A/E Project Number: _____

Re: _____ Contract For: _____

Specification Title: _____ Description: _____

Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____

Address: _____ Phone: _____

Trade Name: _____ Model: _____

Installer: _____

Address: _____ Phone: _____

History: New product 1-4 years old 5-10 years old More than 10 years old
 Point-by-point comparative data attached

Reason for not providing specified item: _____

Similar Installation: _____

Project: _____ Address: _____

Architect: _____ Owner: _____

Date Installed: _____

Proposed substitution affects other parts of Work: No Yes; explain _____

Savings to Owner for accepting substitution: _____ (\$ _____)

Proposed substitution changes Contract Time: No Yes; explain _____

Supporting Data Attached: Drawings Product Data Samples Tests Reports _____

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

_____ Telephone: _____

Attachments: _____

A/E's REVIEW AND RECOMMENDATION

- Approve Substitution - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- Approve Substitution as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- Reject Substitution - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: _____ Date: _____

OWNER'S REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures. Prepare Change Order.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures. Prepare Change Order.
- Substitution rejected - Use specified materials.

Signed by: _____ Date: _____

Additional Comments:

Contractor Subcontractor Supplier Manufacturer A/E

END OF SECTION 01 25 01

SECTION 01 29 00 – PAY APPLICATIONS

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
 - 1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, Submittal Schedule, and List of Subcontracts.
 - 2. Coordinate the Schedule of Values breakdown and format requirements with the Architect.

RELATED SECTIONS

- A. Section 01 33 00 – Submittal Procedures

SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - a. Contractor's Construction Schedule.
 - b. Application for Payment forms, including Continuation Sheets.
 - c. List of subcontractors.
 - d. Schedule of alternates.
 - e. List of products.
 - f. List of principal suppliers and fabricators.
 - g. Schedule of submittals.
 - 2. Submit the Schedule of Values to the Architect at the earliest possible date but no later than 14 days after date of Owner-Contractor Agreement.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one-line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of the Architect.
 - c. Project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section
 - b. Description of Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - 3. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - 4. Provide a breakdown of the Contract Sum, per Project Phase in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items.

5. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. Include requirements for insurance and bonded warehousing, if required.
8. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
9. Margins of Cost: Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at the Contractor's option.
10. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum. List each Change Order as a separate line item.

APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.
 1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional submittal requirements.
- B. Payment-Application Times: Each progress-payment date is indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment-Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.
- D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Architect will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to the Architect by a method ensuring receipt within 24 hours. One copy shall be complete, including waivers of lien and similar attachments.
 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect.
- F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics lien from every entity who is lawfully entitled to file a mechanics lien arising out of the Contract and related to the Work covered by the payment.
 1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.

2. Submit final Applications for Payment with or proceeded by final waivers from every entity involved with performance of the Work covered by the application that is lawfully entitled to a lien.
 3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.
- G. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following:
1. List of subcontractors.
 2. List of principal suppliers and fabricators.
 3. Schedule of Values.
 4. Contractor's Construction Schedule (preliminary if not final).
 5. Schedule of principal products.
 6. Submittal Schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. Copies of building permits.
 9. Copies of authorizations and licenses from governing authorities for performance of the Work.
 10. Initial progress report.
 11. Report of preconstruction meeting.
 12. Certificates of insurance and insurance policies.
- H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
 2. Administrative actions and submittals that shall precede or coincide with this application include:
 - a. Certificate of Occupancy and similar approvals.
 - b. Warranties (guarantees) and maintenance agreements.
 - c. Record Documents.
 - d. Test/adjust/balance records.
 - e. Maintenance instructions.
 - f. Meter readings.
 - g. Startup performance reports.
 - h. Changeover information related to Owner's occupancy, use, operation, and maintenance.
 - i. Final cleaning.
 - j. Advice on shifting insurance coverages.
 - k. List of incomplete Work (punch list), recognized as exceptions to Architect's Certificate of Substantial Completion.
- I. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
1. Completion of Project closeout requirements.
 2. Completion of items specified for completion after Substantial Completion.
 3. Ensure that unsettled claims will be settled.
 4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
 5. Transmittal of required Project construction records to the Owner.
 6. Proof that taxes, fees, and similar obligations were paid.
 7. Removal of temporary facilities and services.

8. Removal of surplus materials, rubbish, and similar elements.
9. Change of door locks to Owner's access.

END OF SECTION 01 29 00

SECTION 01 30 00 – ADMINISTRATIVE REQUIREMENTS

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

CONTRACT FORMS

A. The following standard forms issued by the American Institute of Architects will be used on this project:

| | | |
|-------------------------------------------------------------------------------|--------|------|
| 1. Standard Form of Agreement Between Owner and Contractor | A 101 | 2007 |
| 2. General Conditions of the Contract for Construction | A 201 | 2017 |
| 3. Performance Bond and Payment Bond | A 312 | 1992 |
| 4. Application and Certificate for Payment | G 702 | 1992 |
| 5. Continuation Sheet | G 703 | 1992 |
| 6. Change Order | G 701 | 2001 |
| 7. Certificate of Substantial Completion | G 704 | 2000 |
| 8. Contractor's Affidavit of Payment of Debts and Claims | G 706 | 1994 |
| 9. Consent of Surety Company to Final Payment | G 707 | 1994 |
| 10. Consent of Surety Company to Reduction in or Partial Release of Retainage | G 707A | 1994 |

ADVERTISING

A. The Contractor or any Subcontractors shall not advertise or publish without the Owner's prior consent, the fact that the Owner has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

GRATUITIES

A. The Owner may, by written notice to the Contractor, cancel the Contract for Construction without liability to the Contractor if it is determined by the Owner that gratuities, in the form of entertainment, gifts, or anything of monetary value, were offered or given by the Contractor, or any agent, or representative of the Contractor, to any officer or employee of The County of Gonzales with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or making of any determinations with respect to the performing of such a contract. In the event the Contract for Construction is canceled by the Owner pursuant to this provision, Owner shall be entitled, in addition to any other rights and remedies, to recover.

PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

A. Local Government Code, Chapter 171.

1. Local public officials and employees of governmental entities must comply with all aspects of Chapter 171, Texas Local Government Code. Bidders are encouraged to familiarize themselves with these provisions so that they can avoid conflicts that might arise out of relationships with public officials and employees of governmental entities.

B. Local Government Code, Chapter 176.

1. Any Vendor who contracts or seeks to contract with the a local government entity must file with its proposal a "Conflict of Interest Questionnaire".

SCHEDULING THE WORK

- A. The work shall be carefully scheduled and executed in a manner that will cause the least possible interference with the Owner's operations and property.
- B. Prior to beginning the actual work, the Architect, Contractor and Owner's representative will meet to discuss the final scheduling and coordination of the work.

RIGHT OF ENTRY

- A. The Owner reserves the right of entry to the property at all times for inspection of the work.
- B. The Owner may perform collateral work or have work under separate contracts performed on the property. Owner must coordinate work performed under separate contracts with the Contractor and must grant the Contractor time extensions to his contract if such additional work causes delays.

PROGRESS MEETINGS

- A. The Contractor shall meet with the Architect and Owner's representative as often as necessary to maintain communications between all parties as may be necessary to maintain scheduling and execution of the work in a manner that is least disruptive to the Owner.

MAINTENANCE MANUALS

- A. Furnish the Owner four (4) copies of maintenance recommendations for all work installed.
- B. Maintenance recommendations shall be furnished in a form approved by the Architect and shall be neatly typewritten and bound.

MANUFACTURER'S DIRECTIONS

- A. All manufactured articles, materials, appliances and equipment shall be applied, installed, connected, erected, used, cleaned, conditioned and placed in operation as directed by the representative manufacturers, insofar as these directions are applicable to this particular project and are not in conflict with superior requirements in the specifications.

ASBESTOS

- A. The General Contractor shall provide certification from himself, all Subcontractors, vendors, suppliers, entities, etc. stating that materials and/or equipment used in the construction of the project do not contain asbestos in any form or concentration. **MSDS sheets on all materials used must be provided.**

PROTECTION OF PROPERTY & PERSONS

- A. Protect existing walks, curbing, sidewalks, drives, parking lots, planting beds, shrubs, trees and lawn areas. All damage caused by the Contractor or any Subcontractors shall be made good at the expense of the Contractor.
- B. Provide necessary barricades / fencing / covers to protect persons during the course of the work or during periods when no work is in progress but when conditions around the construction areas could pose a danger.

COMPLIANCE WITH LAW

- A. During performance of his work, Contractor shall comply with all Federal, State and City Laws and Regulations.

DEBRIS REMOVAL

- A. Contractors shall remove all debris resulting from the work being performed to a suitable site for disposal, and shall dispose of same in a manner that does not violate any City, State or Federal Law or Regulation.

END OF SECTION 01 30 00

SECTION 01 32 16 – CONSTRUCTION PROGRESS SCHEDULE

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

PART 1 GENERAL

1.1 SUBMITTALS

A. Schedules:

1. Preliminary Analysis: Within ten (10) days after receipt of Award of Contract, submit a preliminary construction schedule for review by Owner and Architect.
2. Construction Schedule: Within fourteen (14) days after receipt of Notice to Proceed, submit one (1) reproducible and four (4) prints of the approved construction schedule.
3. Updated Construction Schedule(s): Within 48 hours (2 working days) of request, provide Architect one (1) copy of revised construction schedule congruent with actual construction activity as scheduled. These updates are for the Architect to confirm construction activities are on schedule.
4. Recovery Schedule: In the event of significant schedule slippage, as determined by the Architect, within 48 hours (2 working days) the Contractor shall provide a project recovery schedule indicating how the Work is to be completed to return to the original project schedule.

1.2 RELIANCE UPON SCHEDULE

- A. The construction schedule as approved by the Architect will be an integral part of the contract and will establish conditions for various activities and phases of constructions.

1.3 CONSTRUCTION SCHEDULE

- A. Diagram: Graphically show the order of all activities necessary to complete the work and the sequence in which each activity is to be accomplished. Indicate critical path.
- B. In addition to project construction, activities shown on the diagram shall include but not necessarily be limited to:
1. Project mobilization
 2. Submittals and approvals of shop drawings and samples
 3. Phasing of construction
 4. Procurement of equipment and critical materials
 5. Fabrication and installation of special material and equipment
 6. Final clean-up
 7. Final inspection and testing
- C. The construction schedule shall be maintained and current at all times and shall be submitted with each Application for Payment.
- D. Provide a current “three week look ahead” based on the overall project schedule at each project meeting.

1.4 CONSTRUCTION SCHEDULE LIMITATIONS

- A. A. Work performed under this Contract shall be done in accordance with the following paragraphs:
1. All work may proceed immediately upon Notice to Proceed and continue uninterrupted.

2. Under the Base Proposal only, the successful Offeror will be 1) entitled to certain extensions of time and 2) subject to liquidated damages for work not completed beyond the agreed date which the Contractor shall require for Substantial Completion of the work included in this contract. Refer to Supplementary Conditions for additional requirements and liquidated damages.
3. Failure to complete and close-out project after substantial completion may result in liquidated damages. Refer to Supplementary Conditions for additional requirements and liquidated damages.
4. Certificate of Substantial Completion will be issued for any of the above mentioned areas of work which are complete prior to the completion of the entire project.
5. The Owner may at his discretion approve changes recommended by the successful Offeror to the above-mentioned schedule provided that the Owner's use of newly completed areas are not disrupted.

PART 2 - PRODUCTS

A. Not Used

PART 3 - EXECUTION

A. Not Used

END OF SECTION 01 32 16

SECTION 01 33 00 – SUBMITTAL PROCEDURES

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

PART 1 - GENERAL

1.1 SUBMITTAL PROCEDURES

- A. Transmit to the Architect/Engineer each item indicated in individual specification sections with approved form identifying:
 - 1. Date of submission and dates of any previous submissions.
 - 2. Project title and number
 - 3. Contract identification
 - 4. Names of Contractor, Supplier, Manufacturer
 - 5. Pertinent drawing sheet and detail number, and specification section number, as appropriate
 - 6. Deviations from Contract Documents.
- B. Contractor shall be responsible for initial review prior to submittal to Architect/Engineer to verify adequacy and conformance to contract requirements. Lack of review by Contractor shall be grounds for rejection.
- C. Apply Contractor's stamp, signed, to each item submitted, certifying that review and verification of products, field dimensions, adjacent construction work and coordination of information is in accordance with the requirements of the work and Contract Documents.
- D. Transmit each item in accordance with approved schedule, and in such sequence as to cause no delay in the work or in the work of any other contractor. Allow minimum of ten (10) days for adequate Architect/Engineer/Owner review of each submittal. Time may vary according to scope and complexity of item under review. Allow adequate time in schedule for revisions and resubmittal as deemed necessary.
- E. Submit electronic copy to the Architect. The Architect will return to the Contractor upon completion of review. It will be the Contractor's responsibility distribute the reviewed submittal to all concerned parties.
- F. Submit each item according to individual specification sections and identified by Division, Section, and individual submittal number. Maintain log according to each Division.
- G. Revise and resubmit submittal as required; identify all changes made since previous submittal.
 - 1. Make any corrections or changes in the submittals required by the Architect/Engineer and resubmit until approved.
 - 2. Submit new submittal as required for initial submittal.

1.2 PROPOSED PRODUCTS LIST

- A. Within 30 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.3 PRODUCT DATA

- C. Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- D. Submit the product data and samples which the Contractor and his subcontractors need for their use.
- E. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project

1.4 MSDS SHEETS

- A. The Texas Asbestos Health Protection Rules (Title 25. Health Services, Part I. Texas Department of Health Chapter 295 - Occupational Health, Subchapter C - Texas Asbestos Health Protection)..
- B. Pursuant to the above referenced Rules, submit MSDS Sheets showing that materials used in the Project, contain 1.0 percent or less asbestos. This requirement pertains to every material in every Section of the Specifications, as applicable to the Project, whether written therein, or not. Submit MSDS Sheets for materials, including, but not limited to the following, as applicable to the Project.
 - 1. Surfacing Materials:
 - a. acoustical plaster;
 - b. decorative plaster/stucco;
 - c. textured paint/coating;
 - d. spray applied insulation;
 - e. blown-in insulation
 - f. fire proofing insulation;
 - g. joint compound; and
 - h. spackling compounds
 - 2. Thermal System Insulation:
 - a. taping compounds (thermal)
 - b. HVAC duct insulation;
 - c. boiler insulation;
 - d. breaching insulation;
 - e. pipe insulation; and
 - f. thermal paper products
 - 3. Miscellaneous Material:
 - a. cement wallboard/siding;
 - b. asphalt/vinyl floor tile
 - c. vinyl sheet flooring/vinyl wall coverings;
 - d. floor backing;
 - e. construction mastic;
 - f. ceiling tiles/lay-in ceiling panels;
 - g. packing materials;
 - h. h. high temperature gaskets;
 - i. laboratory hoods/table tops
 - j. fire blankets/curtains;
 - k. elevator equipment panels;
 - l. elevator brake shoes;
 - m. ductwork flexible fabric connections;
 - n. cooling towers;
 - o. heating and electrical ducts;
 - p. electrical panel partitions;

- q. electrical cloth/electrical wiring insulation;
- r. chalkboards;
- s. roofing shingles/tiles;
- t. roofing felt;
- u. base flashing;
- v. fire doors;
- w. caulking/putties;
- x. adhesives/mastics; and
- y. wallboard

1.5 SHOP DRAWINGS

- A. Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Submit electronic copies only.
- D. All dimensions indicated on the drawings are based on the specific models and manufacturers of products, equipment, fixtures and miscellaneous items specified. If the Contractor uses an approved product by another listed manufacturer which is different than the specific model and manufacturer listed in these specifications, then the Contractor shall be solely responsible for the coordination of any dimensional changes required, including structural, relocation of walls, equipment, fixtures, ceilings and miscellaneous items. When dimensional changes are required in these situations, the Contractor shall submit a proposed modification drawing to the Architect for approval prior to proceeding with the work. All causes and effects of the dimensional change shall be indicated on the Contractor's drawing submittal.

1.6 SAMPLES

- A. Submit for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Submit for aesthetic, color, or finish selection. Submit full range of manufacture's standard colors, textures, and patterns for Architect's selection.
- C. Submit samples to illustrate functional characteristics of the Product, with integral parts and attachment devices. Coordinate submittal of different categories for interfacing work.
- D. Submit the number specified in respective Specification Section.
- E. Reviewed samples which may be used in the Work are indicated in individual specification sections.
- F. Samples will not be used for testing purposes unless specifically stated in specification section.

1.7 DESIGN DATA

- A. When required, submit for Architect/Engineer's knowledge as contract administrator or for Owner.
- B. Submit design data for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.8 TEST REPORTS

- A. In accordance with Section 01 41 00, Testing and Laboratory Services, submit test reports for Architect/Engineer's knowledge as contract administrator or for Owner. Architect will determine whether corrective action is required.
- B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.9 CERTIFICATES

- A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Architect, in quantities specified.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect and Owner.

1.10 GUARANTEES

- A. When specified in individual specification sections, submit warranties by manufacturer, installation/application subcontractor, fabricator, or Contractor to Architect, in quantities specified.
- B. Submit warranties in accordance with Section 01 77 00, Project Closeout.

1.11 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Architect for delivery to Owner in quantities specified.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- C. Submit required instructions in duplicate.

1.12 MANUFACTURER'S FIELD REPORTS

- A. Submit reports for Architect/Engineer's benefit as contract administrator or for Owner.
- B. Submit report in quantity specified or required within ten (10) days of observation to Architect for information. Architect will determine whether corrective action is required.
- C. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.13 ERECTION DRAWINGS

- D. When required, submit drawings for Architect/Engineer's benefit or for Owner.
- E. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.
- F. Data indicating inappropriate or unacceptable Work may be subject to action by Architect/Engineer or Owner. Architect will determine whether corrective action is required.

1.14 COORDINATION DRAWINGS

- A. Areas where multiple trades and disciplines have concurrent or sequenced work, the Contractor shall submit coordination drawings indicating coordination of the work among all trades to reduce conflicts. All coordination, review and approval shall be complete prior to the beginning of installation of any work in these areas. Failure to coordinate work in these areas shall be grounds for disapproval of any requests for change orders, substitution requests, alternate means to achieve desired result or schedule modifications. Areas include, but are not limited to, above ceilings in corridors, chase walls, and any other condition where sequencing and conflicts among trades may arise.

1.15 CONSTRUCTION PHOTOGRAPHS

- A. Provide photographs monthly of site and construction throughout progress of Work produced by an experienced photographer, acceptable to Architect/Engineer.
- B. Photographs: digital; sent to Architect via email, or provide on non-rewritable compact disk. Along with Application for Payment, include one (1) reproducible copy of contact sheet of all photographs taken during that period indicating Work completed and identified as stated below.
- C. Photograph project conditions five (5) days maximum prior to submitting indicating relative progress of the Work. Do not photograph conditions previously photographed if no work has proceeded. As able, take photographs from same position indicating same view in successive installments.
- D. Take photographs as evidence of existing project conditions as follows:
1. Site: Take four (4) site photographs at project corners
 2. Interior views: Take two (2) minimum interior photographs of each space under construction from differing directions or as required.
 3. Exterior views: Take two (2) photographs of each elevation.
 4. Details: Take as required to document concealed conditions, including, but not limited to, underground construction, utility penetrations and installation, steel erection, concrete and masonry reinforcing, waterproofing and flashing, and roofing installation.
 5. Cavity wall: Provide photographic evidence that cavity wall was maintained clean and free of debris and excess mortar.
 6. Photos of underground items, including but not limited to:
 - a. Vapor barrier under slabs clearly showing proper penetration preparation
 - b. Irrigation piping
 - c. Valves
 - d. Spray heads
 - e. Grease interceptor
 - f. Below grade dampproofing and waterproofing around building perimeter for suspended slab
- E. Identify each photograph with name of Project, room or view, and date.

PART 2 - PRODUCTS

- A. Not Used

PART 3 - EXECUTION

- A. Not Used

END OF SECTION 01 33 00

SECTION 01 41 00 - TESTING LABORATORY SERVICES

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections apply to work specified in this Section.

1.2 PROCEDURE

A. Testing Laboratory:

An independent testing laboratory will be selected and furnished by the Owner to inspect and test the materials and methods of construction as hereinafter specified for compliance with the specification requirements of the Contract Documents and to perform such other specialized technical services as required by the Owner or his representative. All testing lab services shall be paid for by the owner.

1.3 QUALIFICATIONS OF TESTING LABORATORY

- A. The Testing Laboratory selected shall meet the basic requirements of ASTM E329 "Standard of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction", and shall submit to the Contractor, Owner, Architect, and Engineer, a copy of the report of inspection of their facilities made by the Materials Reference Laboratory of the National Bureau of Standards during the most recent tour of such inspections, and shall submit a memorandum stating steps taken to remedy all deficiencies reported by this inspection.
- B. The Testing Laboratory selected shall meet "Recommended Requirements for Independent Laboratory Qualification", latest edition, as published by the American Council of Independent Laboratories.
- C. The Testing Laboratory shall be approved by the local Building Official to perform inspection and certification services as an approved inspector of prefabricated construction.
- D. Testing machines shall be calibrated at intervals not exceeding 12 months by devices of accuracy traceable to the National Bureau of Standards or accepted values of natural physical constants. The Testing Laboratory shall submit a copy of certificate of calibration made by an accredited calibration agency.
- E. Tests and inspections shall be conducted in accordance with specified requirements, and if not specified, in accordance with the applicable standards of the American Society for Testing and Materials or other recognized and accepted authorities in the field.

1.4 AUTHORITIES AND DUTIES OF THE LABORATORY

A. Attending Preconstruction Conferences:

The Testing Laboratory shall obtain and review the project plans and specifications with the Architect and Engineer as soon as possible prior to the start of construction. The Laboratory shall attend preconstruction conferences with the Architect, Engineer, Project Manager, General Contractor, and Material Suppliers as required to coordinate materials inspection and testing requirements with the planned construction schedule. The Laboratory will participate in such conferences throughout the course of the project.

B. Outline Testing Program:

The Testing Laboratory shall be responsible for outlining a written detailed testing program conforming to the requirements as specified in the Contract Documents and in consultation with the Owner, Contractor, Architect, and Engineer. The testing program shall contain an outline of inspections and tests to be performed with reference to applicable sections of the specifications or drawings and a list of personnel assigned to each portion of the work. Such testing program shall be submitted to the Owner, Contractor, Architect, and Engineer five weeks in advance of the start of construction so as not to delay the start of construction. It shall be the Testing Laboratory's responsibility that such program conforms to the requirements of the Specifications and drawings and falls within the budget for testing laboratory services. If the allocated budget is not sufficient to cover the services as outlined in the Specifications, it shall be the responsibility of the Laboratory to notify the Contractor, Architect, Engineer, and Owner so that the Laboratory services can be modified accordingly prior to the start of construction. Furthermore, the Testing Laboratory shall monitor its expenditures throughout the course of the job and notify immediately the Owner, Contractor, Architect, and Engineer, of any significant deviation from the planned testing program and budget.

C. Cost Proposal:

The Testing Laboratory's proposal to the Owner shall contain the outlined testing program based on a unit price basis for tests and inspections and on an hourly basis for personnel. A total estimated price shall also be submitted.

D. Cooperation with Design Team:

The Laboratory shall cooperate with the Architect, Engineer, and Contractor and provide qualified personnel promptly on notice.

E. The Laboratory shall perform the required inspections, sampling, and testing of materials as specified under each section and observe methods of construction for compliance with the requirements of the Contract Documents.

F. Inspections Required by Government Agencies:

The Testing Laboratory shall perform all inspections and submit all reports and certifications as required by all government agencies.

G. Notification of Deficiencies in the Work:

The Laboratory shall notify the Architect, Engineer, and Contractor first by telephone and then in writing of observed irregularities and deficiencies of the work and other conditions not in compliance with the requirements of the Contract Documents.

H. Reports:

1. Information on Reports:

The Laboratory shall submit copies of all reports of inspections and tests promptly and directly to the parties named below. All reports shall contain at least the following information:

- a. Project Name
- b. Date report issued
- c. Testing Laboratory name and address
- d. Name and signature of inspector
- e. Date of inspection and sampling
- f. Date of test
- g. Identification of product and Specification section
- h. Location in the project
- i. Identification of inspection or test
- j. Record of weather conditions and temperature (if applicable)
- k. Results of test regarding compliance with Contract Documents.

2. Copies:

The Laboratory shall send certified copies of test and inspection reports to the following parties:

- a. 2 copies to the Owner or his representative
- b. 2 copies to the General Contractor
- c. 1 copy to the Architect
- d. 1 copy to the Engineer of responsibility
- e. 1 copy to the Supplier of the material tested

3. Certification by Notary Public:

Upon completion of the job, the Testing Laboratory shall furnish to the Owner, Architect, and Engineer of responsibility, a statement certified by a Notary Public that all required tests and inspections were made in accordance with the requirements of the Contract Documents.

I. Accounting:

The Testing Laboratory shall be responsible for separating and billing costs attributed to the Owner and cost attributed to the Contractor.

J. Obtaining Product and Material Certifications:

The Testing Laboratory shall be responsible for obtaining all product and material certifications from manufacturers and suppliers as specified in the Specifications.

K. Limitations of Authority:

The Testing Laboratory is not authorized to revoke, alter, relax, enlarge upon, or release any requirements of the Specifications or to approve or accept any portion of the work or to perform any duties of the General Contractor and his Subcontractors.

1.5 CONTRACTORS RESPONSIBILITY

A. Cooperation with Design Team:

The owner shall pay for all testing lab services. The Contractor shall cooperate with laboratory personnel, provide access to the work, and to manufacturers operations.

B. Furnishing Samples:

The Contractor shall provide to the laboratory representative, samples of materials proposed for use in the work in quantities sufficient for accurate testing as specified.

C. Furnishing Casual Labor, Equipment and Facilities:

The Contractor shall furnish casual labor, equipment, and facilities as required for sampling and testing by the Laboratory and otherwise facilitate all required inspections and tests.

D. Advance Notice:

The Contractor shall be responsible for notifying the Testing Laboratory sufficiently in advance of operations to allow for assignment of personnel and scheduling of tests.

E. Payment for Substitution Testing:

The Contractor shall arrange with the Testing Laboratory and pay for any additional samples and tests above those required by the Contract Documents as requested by the Contractor for his convenience in performing the work.

F. Payment for Retesting:

The Contractor shall pay for any additional inspections, sampling, testing, and retesting as required when initial tests indicate work does not comply with the requirements of the Contract Documents.

G. Payment by Contractor:

The Contractor shall furnish and pay for the following items:

1. Soil survey of the locations of borrow soil materials, samples of existing soil materials, and delivery to the Testing Laboratory.
2. Samples of concrete aggregates and delivery to the Testing Laboratory.
3. Concrete mix designs as prepared by his concrete supplier or by his Testing Laboratory.
4. Concrete coring, tests of below strength concrete, and load tests, if ordered by the Owner, Architect, or Engineer.
5. Certification of reinforcing steel mill order.
6. Certification of structural steel mill order.
7. Certification of Portland cement, lime, and flyash.
8. Certification of welders.
9. Tests, samples and mock-ups of substitute material where the substitution is requested by the Contractor and the tests are necessary in the opinion of the Owner, Architect, or Engineer to establish equality with specified items.
10. Any other tests when such cost are required by the Contract Documents to be paid by the Contractor.

H. Notification of Source Change:

The Contractor shall be responsible for notifying the Owner, Architect, Engineer, and Testing Laboratory when the source of any material is changed after the original tests or inspections have been made.

I. Tests for Suspected Deficient Work:

If in the opinion of the Owner, Architect, or Engineer any of the work of the Contractor is not satisfactory, the Contractor shall make all tests that the Owner, Architect, or Engineer deem advisable to determine its proper construction. The owner shall pay all costs if the tests prove the questioned work to be satisfactory.

1.6 PAYMENT OF TESTING LABORATORY

The Owner will pay for all Laboratory services for testing of materials for compliance with the requirements of the Contract Documents. The Contractor will pay for testing and

retesting of materials that do not comply with the requirements of the Contract Documents and all other items as specified in these Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCOPE OF WORK

The work to be performed by the Testing Laboratory shall be as specified in this Section of the Specification and the contract drawings, and as determined in meetings with the Contractor, Owner, Architect, and Engineer.

3.2 EARTHWORK

A. Tests of Proposed Fill Material:

The Testing Laboratory shall conduct a survey of the Contractor's proposed location of borrow soil materials and shall establish the suitability of any proposed fill material by determining the required engineering properties. Soil tests shall include soil classification by the Atterberg Limit Tests ASTM D4138, and grain size determined by ASTM D422 "Particle Size Analysis of Soils" unless noted otherwise in the geotechnical investigation reports.

B. Moisture Density Relationship for Natural and Fill Materials:

The Testing Laboratory shall provide one optimum moisture density curve for each type of soil, natural, imported fill, or on-site fill, encountered in subgrade and fills under building slabs and paved areas. Curves shall be generated in accordance with ASTM D1557 "Test Methods for Moisture Density Relationships of Soils and Soil Aggregate Mixtures" unless noted otherwise in the geotechnical investigations reports.

D. Quality Control Testing Required During Construction:

1. Inspection of Subgrade and Fill:

The Owner's Testing Laboratory shall inspect and approve the following subgrades and fill layers before further construction work is performed thereon:

- a. Paved Areas: Make at least one field density test of the natural subgrade for every 2500 square feet of paved area or slab but in no case less than three tests. In each compacted fill layer or lift,

make one field density test for every 2500 square feet of slab or paved area but in no case less than three tests.

2. Field Density Tests:

Field Density Tests shall be run according to ASTM D1556 "Density of Soil in Place by the Sand Cone Method," ASTM D2167 "Density of Soil in Place by the Rubber Balloon Method" or ASTM D2922 "Density of Soil and Soil Aggregate in Place by Nuclear Methods" or ASTM D698 "Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort" as applicable unless noted otherwise in the geotechnical investigation reports.

3. Acceptance Criteria:

The result of field density tests by the Testing Laboratory will be considered satisfactory if the average of any three consecutive tests has a value not greater than 2 percent below the required density.

4. Report Copies:

The Testing Laboratory shall submit all moisture density curves and results of field density tests to the parties specified earlier in this section.

5. Additional Testing:

If reports by the Testing Laboratory indicate field densities lower than specified above, additional tests will be run by the Testing Laboratory with at least the frequencies scheduled above on recompacted fill and/or natural subgrade. The Testing Laboratory shall notify the Contractor on a timely basis for any required retesting so as not to delay the work. The costs of such tests shall be borne by the Contractor.

3.3 REINFORCING STEEL

A. Visual Inspection:

The Testing Laboratory shall inspect the rebar to determine the following:

1. The bars shall be free from injurious defects and shall have a workman-like finish.
2. Deformations shall be of the proper sizes, shapes, and spacing as detailed in ASTM A-615.
3. The bars shall not have excessive rust and/or pelting.
4. The bars shall not have any unusual twists or bends.

B. Identified Stock:

Where job material is taken from bundles as delivered from the mill, is properly identified as to heat number and is accompanied by mill and analysis test

reports, provided an affidavit is given from the Supplier to the Testing Laboratory that the materials conform with the requirements of the ASTM specification as listed on the structural drawings. In case of controversy, the procedure as stipulated below for unidentified stock shall be followed.

C. Unidentified Stock:

For all unidentified stock, the Testing Laboratory shall secure samples of the reinforcing steel bars at the time of inspection. The samples shall confirm to the following:

1. The sample shall include 2 bars for each ten tons or fraction thereof, of each bar size, heat number, and manufacturer being shipped.
2. The sample bars shall be a minimum of 24 inches in length and should be identical to the material being shipped.

The Testing Laboratory shall tag each of the steel bundles with the Laboratory identification tag and appropriately mark the samples corresponding to the steel being inspected and shipped. The fabricator will supply shipping lists showing the weight of each bar size in the shipment.

3.4 CONCRETE MATERIALS AND POURED IN PLACE CONCRETE

A. Tests of Portland Cement:

Portland Cement shall be tested by the Testing Laboratory for compliance with the requirements of ASTM C150.

1. Mill Certificates:

Mill certificates certifying that the cement has been tested and meets the requirements of the Specifications will be acceptable as test results, provided the cement proposed for use can be identified with test lots. Mill certificates shall be submitted by the Contractor prior to use of any such material.

2. Retesting:

Retesting of cement will be required if:

- a. In the opinion of the Owner, Architect, or Engineer, the cement has been damaged in storage or transit or is any way defective.
- b. The cement has been in storage at the mixing site for over 30 days.

B. Test of Aggregates:

1. The Contractor's Testing Laboratory shall verify that concrete aggregates proposed for use conform to the following specification:

a. ASTM C33 "Specification for Concrete Aggregates"

Suppliers record of tests run on the proposed materials will be adequate provided a written affidavit is furnished as a shop drawing submittal.

C. Concrete Mix Designs:

The Contractor shall submit for approval by the Engineer and Testing Laboratory at least 15 days prior to the start of construction, concrete mix designs for each class of concrete indicated on the structural drawings and in the Specifications. The Contractor shall not begin work until the applicable mix design has been approved.

1. The Contractor acting in conjunction with his Concrete Supplier and the Testing Laboratory shall submit in writing with his mix designs, whether the concrete is to be proportioned by either of the following methods as outlined in ACI 318:

- a. Field Experience Method
- b. Laboratory Trial Batch Method

When field experience methods are used to select concrete proportions, establish proportions as specified in ACI 301 and ACI 211. When Laboratory trial batches are used to select concrete proportions, the procedure as outlined in ACI 318 shall be followed. Prepare test specimens in accordance with ASTM C192 and conduct strength tests in accordance with ASTM C39.

2. Required types of concrete and compressive strengths shall be as indicated on the Structural Drawings and as specified in the various sections of the Specifications.

3. All mix designs shall state the following information:

- a. Mix design number or code designation by which the Contractor shall order the concrete from the Supplier
- b. Structural member for which the concrete is designed (i.e. columns, piers, etc.)
- c. Type of concrete (normal weight).
- d. 28 day compressive strength
- e. Aggregate type, source, size, gradation, fineness modulus
- f. Cement type and brand
- g. Fly ash type and brand (if any)
- h. Admixtures including air entrainment, water reducers, accelerators, and retarders
- i. Slump
- j. Proportions of each material used
- k. Water cement ratio and maximum allowable water content

- I. Method by which the concrete is intended to be placed (bucket, chute, or pump)

4. Concrete Suppliers Record of Quality Control:

The concrete supplier's past record of quality control shall be used in the design of the concrete mixes to determine the amount by which the average concrete strength f_{cr} should exceed the specified strength f'_c as outlined in ACI 318. If a suitable record of test results is not available, the average strength must exceed the design strength by 1200 PSI as specified in ACI 318. After sufficient data becomes available from the job, the statistical methods of ACI 214 may be used to reduce the amount by which the average strength must exceed f'_c as outlined in ACI 318.

5. Admixtures:

- a. Admixtures to be used in concrete shall be subject to the approval of the Engineer and Testing Laboratory.
- b. Quantities of admixtures to be used shall be in strict accordance with the manufacturers instructions.
- c. Admixtures containing chloride ions shall not be used in concrete containing galvanized or aluminum embedments.
- d. Air entraining admixtures shall conform to "Specification for Air Entraining Admixtures for Concrete" ASTM C260.
- e. Water reducing admixtures, retarding admixtures, accelerating admixtures, water reducing and retarding admixtures, and water reducing and accelerating admixtures shall conform to "Specification for Chemical Admixtures for Concrete" ASTM C494.
- f. Fly ash or other pozzolons, used as admixtures, shall conform to "Specification for Fly Ash and Raw or Calcined Natural Pozzolons for use in Portland Cement Concrete" ASTM C618. Obtain mill test reports for approval. Maximum flyash content shall be 20%.
- g. Use amounts of admixtures as recommended by the manufacturer for climatic conditions prevailing at the time of placing. Adjust quantities of admixtures as required to maintain quality control.

6. Slump Limits:

Unless shown otherwise on the structural drawings, proportion and design mixes to result in concrete slump at the point of placement as follows:

- a. Ramps and Sloping surfaces - $3" \pm 1"$
- b. Foundation concrete - $4\text{-}1/2" \pm 1\text{-}1/2"$
- c. All other concrete - $4" \pm 1"$

When increased workability, pumpability, lower water-cement ratio, shrinkage reduction, or permeability reduction is required, then a superplasticizer admixture shall be considered for use. The maximum slump with the use of superplasticizers shall be 8 inches unless approved otherwise by the Architect/Engineer and Testing Laboratory.

Any deviation from these values (such as concrete design to be pumped) shall be submitted to the Engineer and Testing Laboratory for approval.

7. Adjustments of Concrete Mixes:

Mix design adjustments may be requested by the Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant. Such mix design adjustments shall be provided at no additional cost to the Owner. Any adjustments in approved mix designs including changes in admixtures shall be submitted in writing to the Engineer and Testing Laboratory for approval prior to field use.

8. Shrinkage:

All concrete shall be proportioned for a maximum allowable unit shrinkage of 0.03% at 28 days as determined by ASTM C 157.

9. Chloride Ion Content:

A written submittal shall be made with each mix design proposed for use on the project that the chloride ion content from all ingredients including admixtures will not exceed the limits specified in the Cast-In-Place section of the Specifications.

D. Concrete Test Cylinders by the Testing Laboratory:

1. Molding and Testing:

Cylinders for strength tests shall be molded and Laboratory cured in accordance with ASTM C31 "Method of Making and Curing Concrete Test Cylinders in the Field" and tested in accordance with ASTM C39 "Method of Testing for Compressive Strength of Cylindrical Concrete Specimens".

2. Field Samples:

Field samples for strength tests shall be taken in accordance with ASTM C172 "Method of Sampling Fresh Concrete".

3. Frequency of Testing:

Each set of test cylinders shall consist of a minimum of four standard test cylinders. A set of test cylinders shall be made according to the following frequency guidelines:

- a. One set for each class of concrete taken not less than once a day.
- b. Mat Foundation: One set for each 250 cubic yards or fraction thereof.
- c. All Other Concrete: A minimum of one set for each 150 cubic yards or fraction thereof.
- d. No more than one set of cylinders at a time shall be made from any single truck.
- e. If the total volume of concrete is such that the frequency of testing as specified above would provide less than five strength tests for a given class of concrete, tests shall be made from at least five randomly selected batches or from each batch if fewer than five batches are used.
- f. Frequencies assume one batch plant will be used for each pour. If more than one batch plant is used, the frequencies cited above shall apply for each plant used.

The cylinders shall be numbered, dated, and the point of concrete placement in the building recorded. Of the four cylinders per set break one at seven days, two at 28 days, and one automatically at 56 days only if either 28 day cylinder break is below required strength.

4. Cylinder Storage Box:

The Contractor shall be responsible for providing a protected concrete cylinder storage box at a point on the jobsite mutually agreeable with the Testing Laboratory for the purpose of storing concrete cylinders until they are transported to the Laboratory.

5. Transporting Cylinders:

The Testing Laboratory shall be responsible for transporting the cylinders to the Laboratory in a protected environment such that no damage or ill effect will occur to the concrete cylinders.

6. Information on Concrete Test Reports:

The Testing Laboratory shall make and distribute concrete test reports after each job cylinder is broken. Such reports shall contain the following information:

- a. Truck number and ticket number
- b. Concrete Batch Plant
- c. Mix design number
- d. Accurate location of pour in the structure
- e. Strength requirement
- f. Date cylinders made and broken
- g. Technician making cylinders
- h. Concrete temperature at placing
- i. Air temperature at point of placement in the structure
- j. Amount of water added to the truck at the batch plant and at the site and whether it exceeds the amount allowed by the mix design

- k. Slump
- l. Unit weight
- m. Air content
- n. Cylinder compressive strengths with type of failure if concrete does not meet Specification requirements. Seven day breaks are to be flagged if they are less than 60% of the required 28 day strength. 28 day breaks are to be flagged if either cylinder fails to meet Specification requirements.

E. Other Required Tests of Concrete by the Testing Laboratory (unless noted otherwise):

- 1. Slump Tests:
Slump Tests (ASTM C143) shall be made at the beginning of concrete placement for each batch plant and for each set of test cylinders made.
- 2. Air Entrainment:
Air entrainment (ASTM C233) tests shall be made at the same time slump tests are made as cited above.
- 3. Concrete Temperature:
Concrete temperature at placement shall be measured at the same time slump tests are made as cited above.

4. Chloride Ions:

The Contractor shall have the laboratory verify in a written submittal with the mix designs that the chloride ion concentration will not exceed the limits specified.

Tests shall be run for each class of concrete according to AASHTO Designation T 260-82 Sampling and Testing for Total Chloride Ion in Concrete and Concrete Raw Materials to determine that the maximum chloride ion content does not exceed the limits stated in the concrete section of the specifications. One test shall be run for each set of cylinders specified to be taken for each class of concrete.

F. Evaluation and Acceptance of Concrete:

1. Strength Test:

A strength test shall be defined as the average strength of two 28 day cylinder breaks from each set of cylinders.

2. Quality Control Charts and Logs:

The Testing Laboratory shall keep the following quality control logs and charts for each class of concrete containing more than 2,000 cubic yards.

The records shall be kept for each batch plant and submitted on a weekly basis with cylinder test reports:

- a. Number of 28 day strength tests made to date.
- b. 28 day strength test results containing the average of all strength tests to date, the high test result, the low test result, the standard deviation, and the coefficient of variation.
- c. Number of tests under specified 28 day strength.
- d. A histogram plotting the number of 28 day cylinders versus compressive strength.
- e. Quality control chart plotting compressive strength test results for each test.
- f. Quality control chart plotting moving average for strength where each point plotted is the average strength of three previous test results.
- g. Quality control chart plotting moving average for range where each point plotted is the average of 10 previous ranges.

3. Acceptance Criteria:

The strength level of an individual class of concrete shall be considered satisfactory if both of the following requirements are met:

- a. The average of all sets of three consecutive strength tests equal or exceed the required f'_c .
- b. No individual strength test (average of two 28 day cylinder breaks) falls below the required f'_c by more than 500 PSI.

If either of the above requirements is not met, the Testing Laboratory shall immediately notify the Engineer by telephone. Steps shall immediately be taken to increase the average of subsequent strength tests.

G. Investigation of Low Strength Concrete Test Results:

1. Contractor Responsibility for Low Strength Concrete:

If any strength test of Laboratory cured cylinders falls below the required f'_c by more than 500 psi, the Contractor shall take steps immediately to assure that the load carrying capacity of the structure is not jeopardized.

2. Nondestructive Field Tests:

The Testing Laboratory shall under the direction of the Engineer perform nondestructive field tests of the concrete in question using Swiss Hammer, Windsor Probe, or other appropriate methods as approved by the Engineer and report the results in the same manner as for cylinder test reports.

3. Core Tests:

If the likelihood of low strength concrete is confirmed and computations indicate that the load carrying capacity of the structure has been significantly reduced, tests of cores by the Testing Laboratory, drilled from the area in question under the direction of the Engineer, will be required in accordance with ASTM C42 "Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete". In such case, three cores shall be taken for each strength test more than 500 PSI below required f_c . If concrete in the structure will be dry under service conditions, cores shall be air dried (temperature 60° to 80°F, relative humidity less than 60 percent) for 7 days before test and shall be tested dry. If concrete in the structure will be more than superficially wet under service conditions, cores shall be immersed in water for at least 48 hours and tested wet. The Contractor shall fill all holes made by drilling cores with an approved drypack concrete.

4. Acceptance Criteria for Core Tests:

Concrete in an area represented by core tests shall be considered structurally adequate if the average of three cores is equal to at least 85% of f_c and if no single core is less than 75% of f_c . If approved by the Engineer, locations of erratic core strengths may be retested to check testing accuracy.

5. Load Test:

If the above criteria are not met and the structural adequacy remains in doubt, the Engineer may order a load test as specified in ACI 318 for the questionable portion of the structure.

6. Strengthening of the Structure or Demolition:

If the structural adequacy of the affected portion of the structure remains in doubt, the Engineer may order the structure to be strengthened by an appropriate means or demolished and rebuilt.

7. Cost of Investigations for Low Strength Concrete:

The costs of all investigations of low strength concrete shall be borne by the Contractor.

H. Jobsite Inspection:

The scope of the work to be performed by the inspector on the jobsite shall be as follows:

1. Verify that air temperatures at the point of placement in the structure are within acceptable limits defined above prior to ordering of concrete by the Contractor.
2. Inspect concrete upon arrival to verify that the proper concrete mix number, type of concrete, and concrete strength is being placed at the proper location.
3. Inspect plastic concrete upon arrival at the jobsite to verify proper batching. Observe mix consistency and adding of water as required to achieve target slumps in mix designs. Record the amount of water added and note if it exceeds that allowed in the mix design. The responsibility for adding water to trucks at the jobsite shall rest only with the Contractor's designated representative. The Contractor is responsible that all concrete placed in the field is in conformance to the Contract Documents.
4. Obtain concrete test cylinders.
5. Perform slump tests and air entrainment tests.
6. Record information for concrete test reports.
7. Verify that all concrete being placed meets job Specifications. Report concrete not meeting the specified requirements and immediately notify the Contractor, Batch Plant Inspector, Contractor, Architect, Engineer, and Owner.
8. Pick up and transport to Laboratory, cylinders cast the previous day.
9. Check concrete placing techniques to determine that concrete deposited is uniform and that vertical drop does not exceed six feet.
10. The jobsite inspector shall report any irregularities that occur in the concrete at the jobsite or test results to the Contractor, Architect, Owner, and Engineer.

I. Causes for Rejection of Concrete:

The Contractor shall reject all concrete delivered to the site for any of the following reasons:

1. Wrong class of concrete (incorrect mix design number).
2. Air temperature:

Air temperature limits shall be as follows:

- a. Cold Weather: Air temperature must be 40°F and rising
- b. Hot Weather: Air temperature must be cooler than 100°.

Concrete may be placed at other air temperature ranges only with approval of the job inspector for the Testing Laboratory or other duly appointed representative.

3. Concrete with temperatures exceeding 95°F may not be placed in the structure.
4. Air contents outside the limits specified in the mix designs.
5. Slumps outside the limits specified in the mix designs.
6. Excessive Age:
Concrete shall be discharged within 90 minutes of plant departure or before it begins to set if sooner than 90 minutes unless approved by the Laboratory job inspector or other duly appointed representative.

The Contractor is responsible that all concrete placed in the field is in conformance to the Contract Documents.

J. Concrete Batch Trip Tickets:

All concrete batch trip tickets shall be collected and retained by the Contractor. Compressive strength, slump, air, and temperature tests shall be identified by reference to a particular trip ticket. All tickets shall contain the information specified in ASTM C 94. Each ticket shall also show the amount of water that may be added in the field for the entire batch that will not exceed the specified water cement ratio for the design mix. The Contractor and Testing Laboratory shall immediately notify the Architect/Engineer and each other of tickets not meeting the criteria specified.

3.5 STRUCTURAL STEEL

A. Contract Obligations:

1. Owner Responsibility:

The Owner shall pay for all initial field inspections and tests as required during the fabrication and erection of the structural steel.

2. Contractor Responsibility:

The Contractor shall arrange with the Testing Laboratory for the certification of all shop and field welders. Each bolting crew and welder shall be assigned an identifying symbol or mark and all shop and field connections shall be so identified so that the inspector can refer back to the person or crew performing the work. The costs of all retesting of material or workmanship not in conformance with the Contract Documents shall be borne by the Contractor. The Fabricator and Erector shall provide the Laboratory inspector with access to all places where work is being done. A minimum of 24 hours notification shall be given

prior to commencement of work. The Contractor shall provide the Testing Laboratory with the following:

- a. A complete set of Architect/Engineer reviewed shop and erection drawings including all revisions and addenda.
- b. Cutting lists, order sheets, material bills, shipping bills, and mill test reports.
- c. Information as to time and place of all rollings and shipment of material to shops.
- d. Representative sample pieces requested for testing.
- e. Full and ample means and assistance for testing all material.
- f. Proper facilities, including scaffolding, temporary work platforms, hoisting facilities, etc., for inspection of the work in the mills, shop and field.

3. Testing Laboratory Responsibility:

Inspection of field work shall be completed promptly so that corrections can be made without delaying the progress of the work. Inspections shall be performed by qualified technicians with a minimum of two years experience in structural steel testing and inspection. All inspection personnel shall be certified in accordance with AWS QC-1. The Testing Laboratory shall provide test reports of all shop and field inspections. Shop test reports shall include shop welders certifications. All test reports shall indicate types and locations of all defects found during inspection, the measures required and performed to correct such defects, statements of final approval of all welding and bolting of shop and field connections, and other fabrication and erection data pertinent to the safe and proper welding and bolting of shop and field connections. In addition to the parties listed in this Specification the Fabricator and Erector shall receive copies of all test reports.

4. Rejection of Material or Workmanship:

The Owner, Architect, Engineer, and Testing Laboratory reserve the right to reject any material or workmanship not in conformance with the

Contract Documents at any time during the progress of the work. However, this provision does not allow waiving the obligation for timely, in sequence inspections.

B. Mill Tests of Structural Steel:

1. Mill Order Steel:

The Fabricator shall furnish certified mill test reports and an affidavit stating that the structural steel furnished meets the requirements of the grade specified on the structural drawings for all mill order steel. In case of controversy, test of the material according to ASTM A6 or A568 as applicable made by the Contractor's Testing Laboratory with certified test reports paid for by the Contractor shall be made to verify conformity with

ASTM standards. Tests shall be made for each 10 tons of material used unless approved otherwise by the Engineer.

2. Local Stock Steel:

Materials taken from stock by a Fabricator for use for structural purposes must be of a quality at least equal to that required by the ASTM specifications applicable to the classification covering the intended use. Certified mill test reports shall be accepted as sufficient record of the quality of materials carried in stock by the fabricator provided the stock steel can be identified by heat or melt numbers. In case of controversy, tests by the Contractor's Testing Laboratory with certified reports as specified for mill order steel shall be required.

3. If tests are required, test specimens shall be taken by the Contractor under the direction of the Testing Laboratory and shall be machined by the Testing Laboratory to dimensions as required by the applicable ASTM standards.

C. Field Inspections and Tests:

The Testing Laboratory shall provide inspection in the field for a period of time as determined in consultation with the Architect, Owner, and Engineer prior to the start of erection in a timely manner so as to not delay the start of erection. The following tests and inspections shall be made:

1. Obtain the planned erection procedure, and review with the Erectors supervisory personnel.
2. Verify field welding procedures and obtain welder certificates. (Including welding of cold formed framing.)
3. Check steel as received in the field for possible shipping damage, workmanship, and piece marking.
4. Check plumbness and frame alignment as erection progresses.
5. Check joint preparation and fit up, backing strips, and runout plates for welded moment connections and column splices.
6. Check preheating to assure proper temperature, uniformity, and thoroughness through the full material thickness.
7. Review welding sequence.
8. Visually inspect all field welding for size, length, and quality.
9. Perform nondestructive examination services for various weldments of field erection determined in consultation with the Structural Engineer prior to the start of erection. The Laboratory shall furnish a qualified technician with the necessary equipment to perform radiographic, ultrasonic,

magnetic particle, or dye penetrant inspection as required for the item being tested and other duties as outlined for shop inspection in the previous Section. Unless specified otherwise, check all partial and complete penetration welds in connections of beams, girders, columns, and braces. Check 10% of connections with fillet welds. Visual inspection is required for all welds.

10. Check calibration of impact wrenches used in field bolted connections.
11. Visually inspect the welding of metal deck to the structure.
12. Perform field tests on 10% of completed shear connectors in each beam according to inspection procedures outlined in AWS D1.1

The costs of repairing all defective welds and the costs of retesting by the Testing Laboratory shall be borne by the Contractor. If removal of a backing strip is required by the Testing Laboratory to investigate a suspected weld defect, such cost shall be borne by the Contractor.

END OF SECTION 01 41 00

SECTION 01 45 00 – QUALITY CONTROL

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Quality Assurance: Requirements for material and product quality and control of installation.
- B. Tolerances
- C. References and Standards
- D. Mock-ups
- E. Testing Laboratory Services
- F. Inspection Services
- G. Manufacturers' field services

1.2 RELATED SECTIONS

- A. Section 01 41 00 – Testing Laboratory Service
- B. Section 01 33 00 - Submittal Procedures
- C. Section 02 32 00 - Geotechnical Investigations
- D. The Work of this Section shall be included as a part of all Sections of Work, whether referenced therein or not.

1.3 DESCRIPTION OF REQUIREMENTS

- A. Unless specifically noted otherwise, perform all Work shown, mentioned, or reasonably inferred and comply with all work restrictions.
- B. Many of the requirements specified elsewhere are included herein for reference and convenience. Where a conflict occurs between the Contract Documents, either within themselves or each other, the more stringent requirement or the most expensive combination of materials and workmanship shall prevail.
- C. Contractor shall:
 - 1. perform Work in accordance with the General Conditions, as specified herein, and with the quality control requirements of each Specification Section;
 - 2. perform Work in the highest quality workmanship, unless specified otherwise;
 - 3. join materials with a uniform and accurate fit so they meet with neat straight lines, free of smears, overlaps or irregularities, as applicable to the work;
 - 4. install all exposed materials appropriately level, plumb, and at accurate angles as shown and flush with adjoining materials;
 - 5. attach materials with sufficient strength, and with number and spacing of fasteners and attachments that will not fail until materials joined are broken or permanently deformed;
 - 6. use concealed fasteners, unless shown or directed otherwise.

1.4 QUALITY ASSURANCE AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturer's instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.5 TOLERANCES

- A. Monitor fabrication and installation tolerance control of Products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust Products to appropriate dimensions; position before securing Products in place.

1.6 REFERENCES AND STANDARDS

- A. For Products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Owner-Contractor Agreement except where specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. When specified reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- E. Neither contractual relationships, duties, responsibilities of parties in Contract nor those of Architect/Engineer shall be altered from Contract Documents by mention or inference otherwise in reference documents.

1.8 TESTING SERVICES

- A. Owner will appoint, employ, and pay for specified services of an independent firm to perform testing.
- B. The independent firm will perform tests and other services specified in individual specification sections and as required by the Architect/Engineer, Owner, or authority having jurisdiction.
- C. Testing and source quality control may occur on or off the project site. Perform off-site testing as required by the Architect/Engineer or the Owner.

- D. Reports will be submitted by the independent firm to the Owner, Architect/Engineer, and Contractor, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Architect/Engineer and independent firm 48 hours prior to expected time for operations requiring services, or as specified in individual specification sections.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required.
- F. Testing does not relieve Contractor to perform Work to contract requirements.
- G. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Architect/Engineer. Payment for re-testing will be charged to the Contractor by deducting testing charges from the Contract Sum/Price.
- H. Refer to Section 01 41 00, Testing Laboratory Services, for additional information concerning testing, and submittal procedures and requirements for Testing Reports.

1.9 INSPECTION SERVICES

- A. Owner will appoint, employ, and pay for specified services of an independent firm to perform inspection.
- B. The independent firm will perform inspections and other services specified in individual specification sections and as required by the Architect/Engineer, Owner, or authority having jurisdiction.
- C. Inspecting may occur on or off the project site. Perform off-site inspecting as required by the Architect/Engineer or the Owner.
- D. Reports will be submitted by the independent firm to the Owner, Architect/Engineer, and Contractor, indicating inspection observations and indicating compliance or non-compliance with Contract Documents.
- E. Cooperate with independent firm; furnish safe access and assistance by incidental labor as requested.
 - 1. Notify Architect/Engineer and independent firm 48 hours prior to expected time for operations requiring services, or as specified in individual specification sections.
- F. Inspecting does not relieve Contractor to perform Work to contract requirements.
- G. Refer to Section 01 41 00, Testing Laboratory Services, for additional information concerning inspections, and submittal procedures and requirements for Inspection Reports.

1.10 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as required, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect/Engineer within ten (10) days after receipt of Notice to Proceed, in advance of required observations. Observer subject to approval of Architect/Engineer and Owner.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

- D. Refer to Section 01 33 00, Submittal Procedures, for additional information concerning submittal procedures and requirements for Manufacturers Field Reports.

PART 2 - PRODUCTS

- A. Not Used.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

END OF SECTION 01 45 00

SECTION 01 50 00 – TEMPORARY FACILITIES AND CONSTRUCTION

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

TEMPORARY SERVICES - GENERAL

- A. Provide all temporary services and facilities as specified below, and as required for the proper and expeditious prosecution of the work. Provide all labor, materials, equipment and appliances necessary for the complete installation, operation and maintenance of all temporary service systems and facilities as may be required during work on the project.

UTILITIES

- A. The Contractor can use existing Owner utilities at the site.

HEATING, COOLING & LIGHTING

- A. Adequate lighting must be provided throughout the project. Provide and maintain lighting for construction operations.
- B. Provide and maintain lighting to exterior staging and storage areas for security purposes.
- C. Provide heating and cooling devices as needed to maintain specified conditions for construction operations.
- D. The permanent heating and cooling system should be put in operation as soon as possible and shall be used to dry out the building and to provide suitable conditions for finish work.

SANITARY FACILITIES

- A. The Contractor shall provide suitable temporary toilet facilities near the location of the work. Temporary toilets shall be maintained in a sanitary condition at all times and shall be placed in the least obtrusive location available.

STORAGE

- A. Each Contractor shall provide suitable means to protect all stored material subject to damage from the weather.
- B. Contractors may use portions of existing parking lots for storage if approved in advance by Owner. Contractors must protect these areas and return them to their original condition upon completion of the work.

FENCES

- A. Contractors must provide temporary fencing and other barricades to protect stored materials on the site and provide a secure and safe work area around the project.
- B. Coordinate size and location of all fenced storage and work areas with the Owner and Architect prior to erection.

- C. Chain-Link Fencing: Minimum 2-inch, 0.148-inch thick, galvanized steel, chain-link fabric fencing. 6 feet high minimum with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top rails.
 - 1. Securely anchor posts into ground with minimum 30 inch deep, 12 inch diameter concrete filled post holes at 6 feet on center max.
- D. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch thick, galvanized steel, chain-link fabric fencing. 6 feet high minimum with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top rails.
 - 1. Provide concrete, tire or pipe bases for supporting posts.
- E. Provide 6 foot high fence around construction site; equip with locable vehicular gates.

OFFICES

- A. Contractor shall provide his own office on the premises, maintain it, and remove it when directed to by Owner. Contractor shall furnish office space for the Architect as well as for himself.
- B. Coordinate size and location of all offices with the Owner and Architect prior to erection or placement on the premises.

PROTECTION OF PROPERTY & PERSONS

- A. Protect all new or existing walks, curbing, drives, parking lots, planting beds, shrubs, trees and lawn areas. All damage caused by the Contractor or any Subcontractors shall be made good at the expense of the Contractor.
- B. Provide necessary barricades to protect persons entering, leaving or walking around construction areas during the course of the work or during periods when no work is in progress but when conditions around the construction areas could pose a danger.

PROTECTION OF INSTALLED WORK

- A. Protect installed work and provide special protection where required.
- B. Provide temporary and removable protection for installed products. Control construction activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills and soffits of openings.
- D. Protect finish floors, stairs and other surfaces from traffic, dirt, wear, damage or movement of heavy objects by protecting with durable sheet materials.
- E. Prohibit traffic or storage on waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.

ACCESS ROADS AND PARKING

- A. Construct and maintain temporary roads accessing thoroughfares to serve construction area.
- B. Provide and maintain access to fire hydrants, free off obstructions.
- C. Provide temporary gravel surface parking areas to accommodate construction personnel within the site space.
- D. Do not allow vehicle parking on existing pavement without written approval from school district allowing construction employee parking.

CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain project site in a clean and orderly condition.
- B. Remove debris and rubbish from masonry cavities, pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces prior to enclosing the space.
- C. Broom and vacuum clean interior areas daily and prior to start of any interior finish work to eliminate dust.

REMOVAL OF UTILITIES, FACILITIES AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials prior to Substantial Completion.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.

END OF SECTION 01 50 00

SECTION 01 77 00 – PROJECT CLOSEOUT

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

GENERAL

- A. Comply with all requirements of the contract. Send notices, furnish certificates, affidavits and other requirements to complete contract.

SUBSTANTIAL COMPLETION

- A. When entire project has reached Substantial Completion as defined in the General Conditions, Paragraph 9.8.1, the Contractor shall send written notice and a comprehensive list of items to be completed or corrected to the Architect as fully described in Paragraph 9.8.2.
- B. The Architect will then make a preliminary inspection to determine the status of completion and prepare a supplementary list of items requiring completion or correction in addition to Contractor's list for use of the Contractor. This combined list shall constitute the "punch list" for the project.
- C. When all requirements of Section 9.8 of the General Conditions of the Contract for Construction have been achieved then the Architect will prepare and issue a Certificate of Substantial Completion, AIA Document G 704, to be signed by the Owner and Contractor. This document will be accompanied by a list of any items remaining to be completed on the "punch list" prepared by the Contractor, supplemented by and approved by the Architect.

OPERATIONS INSTRUCTIONS, MANUALS, CERTIFICATIONS & RECORD DRAWINGS

- A. Instruct Owner's representatives in the operation of all mechanical, electrical, plumbing and other building systems as specified. All such instructions shall be coordinated with the Owner's Representative and their completion verified in writing.
- B. Deliver keys to Owner along with typed keying schedules and additional master keys, sub-masters or special keys.
- C. Deliver to the Architect digital copies of all required written guarantees and warranties. Once approved by Architect deliver to Owner all required written guarantees and warranties prepared and bound in duplicate for his use.
- D. Deliver to the Architect digital copies of all required certificates of inspection. Once approved by Architect deliver to Owner all required certificates of inspection prepared and bound in duplicate for his use.
- E. Deliver to the Architect digital copies of all required hazardous material certifications, **including MSDS sheets**. Once approved by Architect deliver to Owner all required hazardous material certifications, **including MSDS sheets** prepared and bound in duplicate for his use.
- G. Deliver to the Architect digital copies of all required record drawings. Once approved by Architect deliver to Owner all required record drawings prepared and bound in duplicate for his use.

CLOSEOUT LEGAL DOCUMENTS

- A. The following AIA Documents must be completed and delivered to the Architect for review and delivery to the Owner.
1. Contractor's Affidavit of Payment of Debts and Claims, G706, for General Contractor and all major Sub-Contractors and Suppliers.
 2. Consent of Surety Company to Final Payment, G707.
 3. Consent of Surety Company to Reduction in or Partial Release of Retainage, G707A, if necessary.
 4. Maintenance Bond.
- B. In addition to documents specifically listed above, other documents as may be defined or identified in the Owner-Contractor Agreement, General Conditions, or elsewhere in the contract documents must also be provided.

FINAL INSPECTION

- A. Contractor shall notify the Architect when project is finally complete and all of the above requirements have been met.
- B. Architect will then notify Owner and make a final inspection.

FINAL PAYMENT

- A. Contractor shall submit the final Application and Certificate for Payment to the Architect after elapse of time stipulated in the contract, indicating all contract sum adjustments.
- B. The Architect will approve and deliver to the Owner the final Application and Certificate for Payment upon completion of the final inspection and receipt and approval of all required closeout documentation.

GUARANTEE/WARRANTY INSPECTION

- A. The Contractor shall be required to join the Architect and Owner, if notified to do so, in a walkthrough of the project within 30 days of the expiration of the general one (1) year project guarantee/warranty to determine if any work is still required under the terms of the guarantee/warranty.

END OF SECTION 01 77 00

SECTION 01 78 39 – RECORD DOCUMENTS, AS-BUILT DRAWINGS

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

AS-BUILT DRAWINGS

- A. The Contractor shall provide as-built drawings which clearly show all differences between the contract work as drawn and as actually installed, as well as work added to the contract which is not indicated on the contract drawings.
- B. Special attention should be paid to precisely documenting changes to concealed work, meaning work installed underground or in areas which can not be readily inspected by use of access panels, inspection plates or other removable features.
- C. The Contractor shall maintain a set of record drawings at the job site. These drawings shall be kept legible and current and shall be available for inspection at all times by the Architect.
- D. Upon substantial completion of the work, transfer the changes noted on the record drawings to the as-built drawings.
- E. As-built drawings shall be prepared on hard copies paid for by the Contractor from the as-built drawing allowance. As-builts shall be provided for all sheets of the drawings.
- F. In showing changes in the work or added work, use the same legends as used on the contract drawings. The as-built drawings shall consist of a complete set of hard copies. If no changes are made on a particular as-built drawing, a notation reading "No Change" shall be made in the lower right hand corner of the drawing.
- G. As-built drawings shall contain the names, addresses and phone numbers of all the Subcontractors and shall be signed by the Contractor.
- H. Upon completion of the as-built drawings, submit one digital set of as-built drawings to the Architect for approval. Any changes required by the Architect must be made and upon receipt of approval of modified drawings, deliver the as-built hard copies to the owner.
- I. The Architect shall be the sole judge of acceptability of the as-built drawings. Final payment on the project will not be made until the as-built drawings and copies as described above are delivered to and accepted by the Architect.

END OF SECTION 01 78 39

SECTION 02 41 00 –DEMOLITION

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

SECTION INCLUDES

- A. Partial demolition of existing building as required to accommodate additions and renovations as shown on the drawings or required. Include removal of existing utilities as indicated or encountered; removal of metal roofing, siding, and mechanical, electrical, and plumbing items as indicated or required.

SUBMITTALS

- A. Submit the following items.
 - 1. Itemized Demolition Schedule.
 - 2. Detail all demolition methods to be used.

PERMITS

- A. Procure and pay for all necessary permits or certificates required to complete the work specified. Make any and all required notifications and comply with all applicable Federal, State and local ordinances.

QUALITY ASSURANCE

- A. Provide at least one (1) person who shall be present and in charge of the Demolition Work at all times and who shall be thoroughly familiar with all phases of all work performed under this Section.
- B. Comply with all pertinent codes and regulations applying to this work.

JOB CONDITIONS

- A. Use all means necessary to prevent the spread of dust during performance of this work. Provide additional clean filters for the existing air handling system serving those areas to remain to protect them from construction dust.
- B. Use all means necessary to protect the existing building to remain from all types of damage, including fire, water damage, and unnecessary interruption of utility services. In the event of damage of any kind, immediately make all repairs and replacements necessary to the approval of the Owner at no additional cost to the Owner.
- C. Motor driven equipment shall have functional mufflers.
- D. Visit the site and examine the existing structure. Note all conditions as to the character and extent of work involved.

GENERAL

- A. Provide all barricades, shoring, and bracing necessary to protect the tenants, workmen, and Public from danger. Barricades shall be sufficiently designed to protect and or exclude the public from all hazards.
- B. All other materials, not specifically described but required for proper completion of Work of this Section, shall be as selected by the Contractor subject to the approval of the Owner.

DEMOLITION WORK

- A. Perform demolition work in manner so as to allow Owner's use of existing facility.
- B. Perform demolition work in order to maintain Owner's construction schedule.

REMOVAL OF PARTITIONS, COLUMNS AND STRUCTURE

- A. Existing floors shall be properly protected with plywood on both sides of a partition to be demolished.
- B. Wherever necessary for protection of workmen, walls, partitions, roofs or floors of structure being demolished or to remain shall be shored or braced.
- C. Structural or load-supporting members shall not be cut or removed adjacent to existing structures to remain until all loads carried by members have been removed or adequately supported.
- D. No masonry walls shall be removed until it has been determined that the walls to be removed do not support the roof. To determine this, all adjacent materials such as finish ceilings shall be removed to provide adequate views of existing structure. Provide temporary shoring as needed. The Contractor shall take all precautions necessary to ensure the safety of the demolition workers.
- E. Where access holes in existing ceilings or removal of existing ceilings are required, minimize the access in order to minimize the repair work and repair or replace removed or damaged work to match adjacent undamaged work.
- F. Cut and tooth new openings in masonry where required, of correct size to permit installation of frames and anchors for new doors.

ASBESTOS CONTAINING MATERIAL

- A. To the best of the Owner's knowledge none of the materials indicated on the plans or in the specifications to be removed under various contracts or otherwise disturbed contain asbestos.
- B. Under no circumstances shall any contractor working on the project disturb asbestos containing materials or suspected asbestos containing materials.
- C. If asbestos containing materials are discovered or if any Contractor suspects that materials scheduled to be removed on the project might contain asbestos, they should contact the Architect or Owner immediately.

EXECUTION

DEMOLITION

- A. Before commencing the Work of this Section, verify with the Owner that all items to be removed by the Owner have been removed. Schedule the work in a careful manner with all necessary consideration for the Public and the Owner. All items of existing equipment and materials or any other item of value to the Owner shall be salvaged by the Owner prior to demolition.
- B. All material removed under this Contract, which is not to be salvaged or reused, shall become the property of the Contractor and be promptly removed from the site. At all times use movable debris boxes, covered, to convey the material through the building. Do not store or permit debris to accumulate on the site. Dumpsters shall not overflow and shall be emptied on a regular basis. Remove all debris from the building premises and leave the construction site "Clean" each day. All debris shall be dumped in an approved disposal facility and all fees for this shall be paid by the Contractor. Contractor is responsible for completely removing all demolished materials from the site and disposing of them in accordance with all local, State and Federal Regulations. If Contractor fails to remove debris promptly, Owner reserves the right to have debris removed at Contractor's expense.
- C. Conduct operations so as not to interfere with adjacent occupied spaces, roads, streets, drives, walks, service lines and the like.
- D. Keep all pedestrian areas clear for passage at all times.

PROTECTION OF STRUCTURES, PROPERTY

- A. Execute demolition work to ensure adjacent property no damage from falling debris or other causes.
- B. Take precautions to guard against movement, settlement, or be liable for such movement, settlement, or collapse; repair promptly such damage when so ordered.
- C. Repair damage to Owner's property or any other person or persons on or off premises by reason of required work.

END OF SECTION 02 41 00

SECTION 05 40 00 - COLDFORMED METAL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. Extent of coldformed metal framing used as structural support for exterior cladding and/or used as loadbearing support for any floor or roof areas is shown on the drawings.
- B. Types of coldformed metal framing units include the following:
 - 1. Non-load bearing studs

1.3 QUALITY ASSURANCE

- A. Component Design: Compute structural properties of studs and joists in accordance with "Specification for Design of Cold-Formed Steel Structural Members" latest edition, as published by the American Iron & Steel Institute (AISI).
- B. Codes and Standards:
 - 1. "Structural Welding Code - Sheet Steel", AWS D1.3 as published by the American Welding Society (AWS).
 - 2. "Recommended Practices for Resistance Welding Coated Low Carbon Steels", AWS C1.3, as published by the American Welding Society.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's product information and installation instructions for each item of coldformed framing and accessories.
- B. Shop Drawings: Submit shop drawings for all coldformed metal framing used to support exterior cladding. Shop drawings shall indicate placing of all framing members showing type, size, gage, number, location and spacing. They shall also indicate supplemental strapping, bracing, splices, bridging, accessories and details required for proper installation. Shop drawings must indicate type of fastening system used along with size and number of fasteners.
 - 1. Welded connections shall show size and length of welds for all connections.

2. Screwed connections shall show type, size, and number of screws for all connections. Submit manufacturers data giving strength values for screws used.

The Engineer of record will not be responsible for coldformed metal framing erected without approved shop drawings.

1.5 DELIVERY AND STORAGE

Protect metal framing units from rusting and damage. Deliver to project site in manufacturer's unopened containers or bundles, fully identified with name, brand, type and grade. Store off ground in a dry ventilated space or protect with suitable waterproof coverings.

PART 2 - PRODUCTS

2.1 SYSTEM COMPONENT

With each type of metal framing indicated on the Architectural or Structural Drawings, provide manufacturer's standard steel runners (tracks), blocking, lintels, clip angles, shoes, reinforcements, fasteners and accessories as recommended by the manufacturer for applications indicated, as needed to provide a complete metal framing system.

2.2 GRADES OF STEEL

- A. For 16-gage and heavier units, fabricate metal framing components of structural quality steel sheet with a minimum yield point of 50,000 psi and conform to ASTM A 446 and/or A 570.
- B. For 18-gage and lighter units, fabricate metal framing components of structural quality steel sheet with a minimum yield point of 33,000 psi and conform to ASTM A 446 and/or A 570.

2.3 FINISH

- A. Provide galvanized finish to all metal framing components complying with ASTM A 525 for minimum G60 coating.

2.4 TYPES

- A. Cee "C"-Shape Loadbearing and Exterior Cladding Studs:

Manufacturer's standard load-bearing steel studs of size, shape, and gage indicated, with 1.625" flange and flange return lip.

Subject to compliance with requirements, manufacturers offering Cee "C"-shaped, load-bearing steel studs which may be incorporated in the work include, but are not limited to, the following:

1. Dietrich Industries
2. The Steel Network

2.5 FABRICATION

- A. General: Framing components may be prefabricated into panels prior to erection. Fabricate panels plumb, square, true to line and braced against racking with joints welded. Perform lifting of prefabricated panels in a manner to prevent damage or distortion.
- B. Connections:
 - 1. Type: Connection of coldformed metal components shall be welded as indicated on the drawings.
 - 2. Design Forces: Connections of members shall develop the full allowable tensile force of the members connected unless calculations are submitted substantiating lower forces.
 - 3. Welded Connections: Connection of coldformed metal components shall be made using arc welding or resistance welding methods. All welding shall be performed in accordance with the latest recommended procedures and practices of the American Welding Society, AWS C1.3 "Recommended Practices for Resistance Welding Coated Low Carbon Steels" and AWS D1.3 "Specification for Welding Sheet Steel in Structures". Welding process along with weld sizes and lengths necessary to develop the member forces specified shall be shown on the shop drawings. Protection of the weld area after welding shall be accomplished using a zinc-rich galvanizing repair paint.
 - 4. Wire tying of framing components in structural applications shall not be permitted.

PART 3 - EXECUTION

3.1 INSPECTION AND PREPARATION

Pre-Installation Conference: Prior to start of installation of metal framing systems, meet at project site with installers of other work including door and window frames and mechanical and electrical work. Review areas of potential interference and conflicts, and coordinate layout and support provisions for interfacing work.

3.2 INSTALLATION

- A. Manufacturer's Instructions: Install metal framing systems in accordance with manufacturer's printed or written instructions and recommendations, unless otherwise indicated.
- B. Runner Tracks: Install continuous tracks sized to match studs. Align tracks accurately to layout at base and tops of studs. Secure tracks as recommended

- by stud manufacturer for type of construction involved, except do not exceed 24" o.c. spacing for nail or powder-driven fasteners, or 16" o.c. for other types of attachment. Abutting pieces of track shall be securely spliced together. Provide fasteners at corners and ends of tracks.
- C. Set studs plumb, except as needed for diagonal bracing or required for non-plumb walls or warped surfaces and similar requirements. Splices in axially loaded and non-loaded bearing exterior cladding stud systems shall not be permitted.
 - D. Provide four (4) studs at each intersecting wall and three (3) studs at each corner. See details on the drawings.
 - E. Where stud system abuts structural columns or walls, including masonry walls, anchor ends of stiffeners to supporting structure.
 - F. Install supplementary framing, blocking and bracing in metal framing system wherever walls or partitions are indicated to support fixtures, equipment, services, casework, heavy trim and furnishings, and similar work requiring attachment to the wall or partition. Where type of supplementary support is not otherwise indicated, comply with stud manufacturer's recommendations and industry standards in each case, considering weight or loading resulting from item supported.
 - G. Installation of Wall Stud System: Studs shall be seated firmly against the track webs allowing load transfer by direct bearing without complete dependence on the connection to the track. Connect studs to top and bottom runner tracks by either welding or screw fastening as indicated on the drawings at both inside and outside flanges.
 - H. Frame wall openings larger than 2'-0" square with double stud at each jamb of frame except where more than 2 are either shown or indicated in manufacturer's instructions. Install runner tracks and jack studs above and below wall openings. Anchor tracks to jamb studs with stud shoes or by welding, and space jack studs same as full-height studs of wall. Secure stud system wall opening frame in manner indicated.
 - I. Frame both sides of expansion and control joints, with separate studs; do not bridge the joint with components of stud system.
 - J. Horizontal Bridging:
 - 1. Install horizontal bridging in all non-loadbearing exterior cladding stud systems, spaced (vertical distance) at not more than 4'-0" o.c. Weld at each intersection.
 - 2. Install horizontal bridging in all loadbearing stud systems spaced (vertical distance) at not more than 3'-4" o.c. Provide positive welded connection at each stud intersection.

3. Provide stud bracing during construction as required for studs to carry construction loads.
- K. Sheathing Attachment: Provide attachment of interior and exterior sheathing and wall material to each stud in accordance with Section 5 (Bracing Requirements) of the AISI Specification.

END OF SECTION 05 40 00

SECTION 06 10 00 – ROUGH CARPENTRY

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

LUMBER GRADING

- A. Stamp each piece with the grade and species.
- B. Grade to the standards of one of the following associations:
 - 1. Southern Pine Association
 - 2. Western Wood Products Association

LUMBER

- A. Surfaced on all sides (S4S).
- B. Lumber shall fall within the following moisture content ranges:
 - 1. Southern Pine, 12% average, 15% maximum.
 - 2. West Coast Soft Woods, 15% average, 19% maximum.
- C. Unless stated otherwise in the specifications or on the drawings, lumber shall have the following minimum grading for use on the project:
 - 1. Southern Pine, #2 common.
 - 2. West Coast Soft Woods, standard for structural use and utility for on-structural use.
 - 3. Pressure Treated Wood, "Smart Sense" by Osmose.

WOOD TREATMENT

- A. Stamp each piece of lumber with the type of treatment and amount of retention.
- B. Pressure Treated Wood, "MicroPro/Smart Sense" by Osmose or equal.
- C. After treatment, lumber shall be dried to maximum moisture content of 19% prior to installation.

MATERIAL

- A. Roof fascia, nailers, bottom plates, rough bucks in exterior walls, etc., shall be #2 or better yellow pine treated lumber.
- B. Roof blocking, nailers, plates, rough bucks in exterior walls, etc., shall be #2 yellow pine treated lumber.
- C. Interior and exterior partition framing, headers, ceiling framing, ceiling stripping, partition blocking, rough bucks, blocking in drywall for cabinet and shelving supports, grab bars and other specialties, etc., shall be #2 or better yellow pine. "white wood" studs can be used for non-load bearing partitions only.

- D. Refer to Structural Drawings for notes relative to wood framing as well. Any wood types or structural properties referred to specifically on the structural drawings supersede these specifications.

INSTALLATION

- A. Treated fascia, curbs, cant strips, nailers, etc., shall be nailed or bolted as shown on the drawings and set straight and even.
- B. Parapet cap blocking, window and door bucks and blocking, nailers, etc., shall be screwed, nailed, bolted or attached with drive-pin fasteners as shown on the drawings and set straight and even.
- C. Bolts or other fasteners shall be placed a maximum of 18" from the end of all pieces.
- D. All wall studs shall be typically spaced at 16" o.c. (certain areas are noted to be 12" o.c.) and shall be toe-nailed to bottom plates.

ROUGH HARDWARE

- A. Use common nails, typically, but countersunk wood screws for all tension joints.
- B. All fasteners and other hardware exposed to weather shall have a galvanized finish. Refer to literature provided by manufacturer of pressure treated lumber and provide finishes on all fasteners used for treated lumber that are approved by the manufacturer to resist corrosion due to contact with chemicals used in the wood treatment process.
- C. Bolts and other anchors shall have a minimum 3/8" diameter unless shown otherwise. Provide washers when securing wood. Bolts and anchors shall have galvanized finish when used in exterior exposure, exterior wall construction or placed in slabs on grade. Provide the proper type of bolt or anchor, i.e., bolt and nut, toggle bolt, expansion bolt, bolt and lead shield, lag screws, etc., as required by condition of use.
- D. Refer to Structural Drawings for notes relative to fasteners, joist hangers or other special hardware needed when adding additional lumber members to strengthen existing structural components of the building.
- E. Unless shown otherwise on the drawings all nailing and fastening of framing members shall at a minimum be in accordance with Table 2304.10.1, Fastening Schedule, in the 2015 International Building Code.

PLYWOOD

- A. Roof eave fascia and plywood wall sheathing where detailed shall be 1/2", 5/8" or 3/4" thick CDX yellow pine plywood as shown on the drawings.
- B. Install plywood using galvanized drywall screws (or other corrosion resistant fasteners as approved by Architect) at maximum 6" o.c. at edges and 12" o.c. intermediate (6" o.c. intermediate at curved roof sheathing).

WORKMANSHIP

- A. Carefully plan and lay out all work as required to carry out the intent of the contract documents. Coordinate with other trades requiring stripping, blocking, nailers, etc., and locate these items as required to properly accommodate their work.

END OF SECTION 06 10 00

SECTION 06 20 00 – FINISH CARPENTRY

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

REFERENCE SPECIFICATIONS

- A. Work under this section shall be governed by “Quality Standards of the Architectural Woodwork Industry”, AWI (Latest Edition), Premium Grade except when another grade is specifically referenced.
- B. Fabricator must demonstrate a minimum of 5 years experience in manufacture of architectural woodwork that complies with AWI Standards.

SUBMITTALS

- A. Submit six (6) copies of shop drawings indicating veneer, AWI Grade, construction details and location of each millwork item at the project.
- B. Submit actual samples of all materials, solid stock and plywood.
- C. Submit actual samples of plastic laminates.

SOLID STOCK WOOD

- A. Stain grade, base, wall trim, door trim, window trim, cabinet style, rail, trim, banding, drawer faces, corner blocks, handrails, chair railing, etc. and other pieces as detailed on the drawings shall be S4S, select red oak, grade 1.
- B. Stained decorative ornaments, railings, wood caps, etc. as detailed on the drawings shall be cut from S4S, select grade 1, red oak.
- C. Mill all solid stock wood to sizes and shapes as detailed on the drawings, use longest lengths possible and miter corners and joints.
- D. Paint grade projection screen mounting boards, wall trim, etc. shall be S4S, C & better grade, fir, poplar or parana pine.
- E. Moisture content at time of installation shall be between 8% and 13% in relation to oven-dry weight.

PLYWOOD

- A. Plywood shall be AWI premium grade with lumber or veneer core. Particleboard cores are not acceptable.
- B. Plywood for painted telephone/data equipment boards shall have A-B grade birch paint-grade veneer. Wood edge where exposed to view and wood edge all sides of adjustable shelving.
- C. Plywood for wall paneling, stained cabinets and shelving shall have premium solid piece red oak veneer, grade 1. Wood edge where exposed to view and wood edge all sides of adjustable shelving.

LAMINATE CLAD COUNTERTOP – AWI CUSTOM GRADE

- A. Countertop frames shall be fabricated in accordance with Section 400 B except as modified herein.
- B. Construction shall be as detailed.
- C. Edge treatment shall be in accordance with Section 400 B except bottom edges of doors and edges of shelves shall be banded; laminate edges before faces.
- D. Cabinet tops shall be fabricated in accordance with Section 400 C except as modified herein.
- E. Cores, countertops, back & side splashes and window sills shall be 3/4" thick, grade B, plywood. No particle board. Double layer tops required in certain locations as shown on the drawings.
- F. Laminate cladding shall be NEMA LD3 general purpose plastic laminate; solid colors, wood grains or patterns; GP-50 (0.050 inch) nominal thickness for all surfaces; PF-42 (0.042 inch) nominal thickness for post-formed fabrications. Laminates are noted specifically on the plans.
- G. Apply edge laminate before top laminate.
- H. Provide topset backsplashes with full returns.
- I. Balancing sheets shall be Mill option of CL-20 laminate or low pressure laminate.

CABINETS & SHELVING

- A. The following definitions shall apply to cabinetwork:
 - 1. Exposed; surfaces visible when doors and drawers are closed. Bottoms of cases and shelves more than 2'-0" above the floor and the back of hinged doors.
 - 2. Semi-exposed; surfaces that become visible when drawers and doors are opened. Tops of cases and shelves more than 6'-0" above the floor and bottoms of cases and shelves less than 2'-0" above the floor.
 - 3. Concealed; surfaces permanently hidden after installation such as backs or sides of cabinets against walls.
- B. The following thicknesses of materials shall be used for cabinet construction and shelving unless noted differently on the plans:
 - 1. Cabinet bottoms, ends and divisions shall be 3/4" thick.
 - 2. Face plates shall be equal to door thickness with 3/4" minimum.
 - 3. Cabinet backs and drawer bottoms shall be 1/4" thick plywood (1/2" plywood for file drawer bottoms). Drawers over 24" wide require center bottom support. Reinforce backs with strips or braces to limit area to 12 square feet.
 - 4. Drawer fronts shall be 3/4" thick.
 - 5. Drawer backs and sides shall be 1/2" thick.
 - 6. Shelves shall be 3/4" thick up to 41" wide.
 - 7. Install 3/4"x1-1/2" thick edge on front of 3/4" shelves 42" wide and over.
 - 8. Doors shall be 3/4" thick.

9. Doors shall be 3/4" thick with perimeter moulding when detailed on drawings.
- C. Cabinet construction shall be a modified half or partial overlay style with 1-1/2" of cabinet face stiles and rails typically showing between doors and drawers faces.

HARDWARE

- A. The following cabinet hardware shall be provided.
1. Hinges shall be Salice, 120 degree, casework hinge, or equal, and required baseplates for half or partial overlay construction. Provide blocking behind face stiles at hinge locations. Provide number of hinges as recommended by manufacturer for particular door size and weight.
 2. Door and drawer pulls shall be Stanley 4477AL-4", "Ribbon Pulls" or equal.
 3. Standard drawer slides shall be KV 8400 series, 100 lb. rated, full extension, or equal.
 4. File drawer slides shall be KV 8500 series, 150 lb. rated, full extension, or equal.
 5. File drawers shall have KV 476F ZC letter-size file followers with KV 476TZC track, or equal. Provide 1/2" thick plywood drawer bottoms at file drawers and recess follower track in 2-1/4" wide x 1/4" deep slot.
 6. Adjustable cabinet shelving standards shall be KV 255BRN with KV 256WAL supports, or equal.
 7. Adjustable wall mounted shelving standards shall be KV 87ANO with KV 187ANO heavy duty brackets, or equal. Provide wood blocking in walls at standard locations.
 8. Cabinet door and drawer locks, when shown on plans, shall be National C8053-14 cam locks, or equal, keyed alike in groups as directed by Owner.

FABRICATION

- A. Fabricate architectural woodwork in strict accordance with AWI Standard Details for Grade specified, shop assemble in the largest possible sections and deliver to site.
- B. Provide that work that cannot be shop assembled be given trial fit at the shop to ensure proper and expeditious field assembly. Join shop assemblies with mortise and tenon and dowels and glued blocks where practical. Mortises and tenons shall be of such size as will provide maximum strength in assembled joint. Provide blind tenons where exposed in finished work.
- C. When necessary to cut and fit on site, provide material with ample allowance for cutting; provide trim for scribing and site cutting.
- D. Apply plastic laminate finish in full, uninterrupted sheets consistent with manufactured sizes; corners and joints hairline; slightly eased edges.
- E. Mechanically fasten backsplash to countertops with concealed steel brackets at 16" on center.
- F. Apply laminate balancing sheet to reverse side of surface finished with plastic laminate in accordance with AWI Standard.
- G. Shop assemble architectural woodwork items for delivery to site in sizes easily handled and to ensure passage through building openings.

SITE CONDITIONS

- A. Deliver architectural woodwork products only when site environmental conditions are adequate to receive such products.
- B. Store products in ventilated areas with constant temperatures between 60 degrees F and 80 degrees F and relative humidity between 25 and 55 percent.
- C. Maintain temperature and humidity in installation area as required to maintain content of installed woodwork within a 1.0 percent tolerance of the optimum moisture content from the date of installation through the remainder of the construction period.

INSTALLATION – GENERAL

- A. Install woodwork plumb, level, true and straight with no distortions. Shim as required using concealed shims.
- B. Scribe and cut woodwork to fit adjoining work and refinish cut surfaces. Repair damaged finish at cut ends.
- C. Install to a tolerance of 1/8" in 8'-0" of plumb and level (including tops). Variations in flushness of adjoining surfaces are unacceptable.
- D. Anchor woodwork to built-in blocking or attach directly to substrates.
- E. Secure to grounds, stripping and blocking with countersunk, concealed fasteners and blind nailing.
- F. Leave surfaces clean and true with exposed wood sanded parallel with grain, free of discernable marks, dusted and ready for final finish.
- G. Countersink semi-concealed anchorage devices used to wall-mount components and conceal with solid plugs of species to match surrounding wood. Place flush with surrounding surfaces.

INSTALLATION – CABINETS

- A. Install countertops no more than 1/8" in 8'-0" of sag, bow or other variation from a straight line.
- B. Carefully scribe cabinetwork which is against other building materials leaving gaps of 1/32" maximum. Do not use overlay trim for this purpose.
- C. Provide cutouts for plumbing fixtures, inserts, appliances, outlet boxes, and other fixtures and fittings. Verify locations of cutouts from on-site dimensions. Make cutouts for field penetration only after Architect's approval. Prime paint or seal contact surfaces of cutouts.
- D. Anchor tops secure to base units and other support systems.

ADJUSTMENT & CLEANING

- A. Repair damaged and defective woodwork to eliminate functional and visual defects.

- B. Where repairs are not acceptable to Architect, replace woodwork. Adjust joinery for uniform appearance.
- C. Clean woodwork on exposed and semi-exposed surfaces.
- D. Touch up damaged and soiled finishes and adjacent areas.

MATERIAL LOCATIONS

- A. Stained, painted or laminated finished components are clearly noted on the drawings.

END OF SECTION 06 20 00

SECTION 07 21 00 – THERMAL AND ACOUSTICAL INSULATION

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

SCOPE

- A. Install acoustical wall insulation in interior metal stud framed walls.

MATERIALS

- A. Interior wall acoustical insulation shall be 6 1/4" thick, R-19 "Thermal" unfaced or 3 1/2" thick, R-11 "Noise Barrier" unfaced fiberglass as manufactured by Owens Corning Fiberglass Corporation. Provide 6 1/4" thick insulation at 6" stud walls and 3 1/2" thick insulation at 3 5/8" stud walls.

INSTALLATION

- A. Consult with tradesmen whose work precedes and follows insulation installation to insure that their preparatory and finish work coordinates in an orderly fashion with work under this section.
- B. Do not install any insulation until the building has been made substantially water and weathertight.
- C. Protect all insulation work during installation and until work is covered. Insulation which becomes compressed, displaced or otherwise damaged shall be removed and replaced with new undamaged material.
- D. Notify Architect upon completion of work or portions of the work to allow inspection prior to enclosing or covering.

END OF SECTION 07 21 00

SECTION 07 90 00 – JOINT SEALANTS

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

SCOPE

- A. Examine the drawings and all sections of the specifications to determine the extent of work required under this section.
- B. Additional caulking work is specified separately under Section 03 30 00 Cast-in-Place Concrete.

MATERIALS

- A. Joint sealant in control joints in interior construction shall be “Sonolastic NP 1” single component high-performance polyurethane sealant as manufactured by Sonneborn. Color as selected by Architect from standard color selections. Submit samples of actual material.
- B. Backer rod material shall be “Sonolastic Closed Cell Backer-Rod” as manufactured by Sonneborn. Select rod size as recommended by manufacturer for width of joint.
- C. Primer shall be “Sonolastic Primer 733” as manufactured by Sonneborn.

APPLICATION

- A. Prepare joint surfaces, install backer rod and prime in strict accordance with the manufacturer’s written instructions.
- B. Mix sealant, place in joint and tool finish in strict accordance with manufacturer’s written instructions.
- C. Exercise special care in preparing and priming horizontal portions of joints to be sealed which are subject to incidental water immersion.

GUARANTEE

- A. Sealant installations shall be guaranteed for a period of two (2) years from the date of substantial completion against defects in materials and workmanship.

END OF SECTION 07 90 00

SECTION 09 21 16 – GYPSUM BOARD ASSEMBLIES

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

SECTION INCLUDES

- A. Metal wall and ceiling framing for gypsum board construction.
- B. Gypsum Wallboard.
- C. Cement Tile Backer Board.
- D. Moisture Resistant Tile Backer Board.
- E. Taped, filled and sanded joint treatment.

RELATED WORK

- A. Section 05 40 00 - Cold Formed Metal Framing
- C. Section 07 21 00 - Thermal and Acoustical Insulation
- D. Section 07 90 00 - Joint Sealants
- E. Section 09 30 00 - Tiling
- F. Section 09 90 00 - Painting and Coating

SUBMITTALS

- A. Product Data:
 - 1. Manufacturer's specifications and other data needed to prove compliance with specified requirements.
 - 2. Manufacturer's installation instructions.
- B. Certification: Manufacturer's affidavit that materials used contains no asbestos.

MATERIALS

- A. Gypsum Wallboard and Ceiling products:
 - 1. Interior wall and ceiling board shall be 5/8" thick, Type X Fire-Shield, 4'-0"x 8'-0" or 12'-0" panels, with tapered edges. Product/manufacturer; one of the following:
 - a. CertainTeed Type X; CertainTeed Gypsum
 - b. ToughRock Fireguard X Gypsum Board; G-P Gypsum Corp.
 - c. Gold Bond Fire-Shield Gypsum Board; National Gypsum Co.
 - d. Sheetrock Brand Firecode X Gypsum Panel; USG Corporation
- B. Interior Sound Resistant wall shall be 5/8" Soundbreak Impact XP, 4'-0"x 8'-0" or 12'-0" panels, with tapered edges as manufactured by Gold Bond, or equal.
- C. Water and Mold-Resistant Gypsum Board: Provide Type X water and mold resistant 5/8" thick, 4'-0" wide by maximum permissible length gypsum board with tapered edges. Gypsum board to be covered with ceramic tile in toilet, EWC alcoves, mop sinks, and other wet areas shall be specifically processed moisture-resistant gypsum board. Product/manufacturer; one of the following:
 - a. M2Tech Type X; CertainTeed Gypsum

- b. ToughRock Fireguard X Mold-Guard Gypsum Board: G-P Gypsum Corp.
- c. Gold Bond XP Fire-Shield Gypsum Wallboard; National Gypsum Co.
- d. Sheetrock Brand Mold Tough Firecoad X Gypsum Panel; USG Corporation

D. Metal stud and joist framing components:

1. Metal studs or other cold rolled members in all exterior walls shall be sizes as indicated on the drawings and be galvanized sections as specified or scheduled on the structural drawings as manufactured by ClarkDietrich Building Systems, or equal. If not specifically noted or scheduled on structural drawings to the contrary all exterior studs shall be 16 gauge.
2. Metal studs for all suspended furrings at ceilings shall be sizes as indicated on the drawings and be 16 gauge, galvanized members with 2" flanges as manufactured by Unimast Inc., or equal.
3. Metal studs for full height shaft walls, shall be 4" C-H or CT studs, 20 gauge, galvanized members as manufactured by ClarkDietrich Building Systems., or equal.
4. Metal studs in interior walls running full height, and framing walls with ceramic tile finish shall be sizes as indicated on the drawings and be 20 gauge members with 1 3/8" flanges as manufactured by ClarkDietrich Building Systems., or equal.
5. All other metal studs in interior walls shall be sizes as indicated on the drawings and be 25 gauge members with 1 1/4" flanges as manufactured by ClarkDietrich Building Systems, or equal.
6. Header and beam joists and ceiling framing shall be as noted specifically on the drawings or 6", 16 gauge, galvanized members with widest flanges that will fit in width of wall when set side by side as manufactured by ClarkDietrich Building Systems., or equal.
7. Track shall be galvanized deep leg sections in same width and gauge as studs or joists as manufactured by ClarkDietrich Building Systems, or equal.
8. Horizontal wall bridging shall be 1-1/2", 16 gauge, galvanized CRC (cold-rolled channel) sections as manufactured by ClarkDietrich Building Systems., or equal.
9. Screws shall be type "S" self-drilling drywall screws.
10. All other fasteners not specifically noted on the plans shall be weather and corrosion resistant suitable for substrates to which metal members are being attached.

E. Suspended drywall ceiling components:

1. DGL-26 1 1/2" face main tees, heavy duty classification 1 1/2" high x 144" long, integral reversible splice with knurled face and DGLW-424 cross tee sections 1 1/2" high x 48" long as manufactured by USG or equal.
2. DGWM-24 wall molding 1" x 1 1/2" x 144" long, as manufactured by USG or equal.
3. Hanger wire shall be minimum 12 gauge annealed steel, galvanized.
4. Screws shall be type "S" self-drilling drywall screws.

F. Metal hat section ceiling stripping:

1. HW-3100, 22 gauge, 1 1/2" high galvanized hat sections (HS-1) as manufactured by MBCI.

G. Accessories:

1. Corner beads shall be "Dur-a-Bead" no. 103 with 1-1/4" x 1-1/4" flanges as manufactured by United States Gypsum Company, or equal.
2. Casing beads shall be "Sheetrock" series no. 200-A, "J" shaped, channels as manufactured by United States Gypsum Company, or equal.
3. Control joints shall be "Sheetrock", zinc, no. 093 as manufactured by United States Gypsum Company, or equal.

4. Drywall reveals shall be located at all visible areas where gypsum board meets concrete block and as detailed on drawings and manufactured by Fry Reglet Corporation or equal.

H. Sealants:

1. Concealed acoustical sealants shall be rubber based, permanently flexible, non-skinning and non-hardening as manufactured by Tremco, Pecora, Presstite Division of Interchemical Corp., or equal.
2. Exposed acoustical sealants shall be a synthetic resin, paintable compound as manufactured by Tremco, Pecora, Presstite Division of Interchemical Corp., or equal.

INSTALLATION

A. Steel wall framing:

1. Install continuous runners (tracks) at partition heads, bases and wherever partition ends terminate against surfaces of other materials. Secure runners (tracks) to other materials with proper fasteners at 24" o.c. maximum.
2. Install all studs at 16" o.c. maximum, with studs located no more than 2" from ends of all partition runs. Provide double studs (min. 20 gauge) at jambs of all door and window openings.
3. Install a minimum of two horizontal runs of CRC (cold rolled channels) through studs as stiffeners in partitions not exceeding 10'-0" in height. Provide a minimum of three rows of stiffeners in partitions greater than 10'-0" in height.
4. All studs and wallboard shall terminate a minimum of 12" above ceilings. Refer to plans to identify walls and framing which is full height from floor to bottom of structure above.
5. Brace top of non-full height partitions at approximately 45 degrees using stud material to structure above at 4'-0" o.c. maximum and at jamb studs on each side of door frames. Brace full height walls similarly from a point just above the ceiling to the structure above.
6. Fasten suspended ceiling furrings using stud material braced continuous horizontally between structural joists and beams. Do not screw suspended furrings to metal deck above.
7. Install lateral and diagonal racking bracing as per manufacture's recommendations and if noted on drawings.
8. Fastening of all components shall be with self-drilling screws or welding. Screws shall be of sufficient size to insure the strength of the connection. Wire tying of components shall not be permitted. All welds shall be touched up with a zinc-rich paint.

B. Gypsum wall and ceiling board:

1. Install wall board vertically with joints centered over studs. Stagger joints on opposite sides of wall. Attach to studs and floor and ceiling runners with 1" long drywall screws at maximum 8" o.c. along edges of boards and maximum 12" o.c. in the field of the boards. For installation of second layer, install same as described above staggering joints from first layer using 1-5/8" long drywall screws at maximum 8" o.c. along edges of boards and maximum 12" o.c. in the field of the boards. Wall board shall be installed as required for 1 Hr. fire rating.
2. Install ceiling board with long dimension perpendicular to the direction of existing structure. Attach to existing structure same as wall board described above. Existing structure along long edges of panels should fall over solid blocking run between structural members. Ceiling board shall be installed as required for 1 Hr. fire rating.

C. Ceiling suspension systems:

1. Install in accordance with manufacturer's written instructions to assure system will support itself plus gypsum board, light fixtures, diffuses and other ceiling supported items with a maximum allowable deflection of 1/360 of span.
2. Main tees shall be spaced a maximum of 48" on center and supported by hanger wires spaced a maximum 48" on center and as specified by UL Fire Resistance Directory attaching hanger wires directly to structure above. Cross tees shall be spaced per manufacture's recommendations and as specified by UL Fire Resistance Directory.
3. Provide additional hanger wires at all four corners of light fixtures, at the midspan of cross tees adjacent to light fixtures and at the cut end of cross tees longer than 23' which abut the walls.
4. Provide secondary supports (such as unistrut) to span beneath large ducts and suspended equipment to allow the maintaining of maximum hanger wire spacing specified above. Secondary supports must be hung from building structure above and not from ductwork or equipment. Submit design of secondary supports to maintain maximum allowable deflection of system (1/360 of span) for Architect's approval.
5. Adjust main runner and cross tee spaces as required to accommodate light fixtures, diffusers and other ceiling mounted items. Refer to reflected ceiling plans.

D. Accessories:

1. Install corner beads at all external corners. Corner beads must be screw attached, crimp-on attachment is not acceptable.
2. Install casing beads at all exposed wall or ceiling board edges and at all locations where wall or ceiling board abuts a different material.
3. Isolate gypsum wallboard surfaces with control joints where specifically detailed and where the following conditions exist:
 - a. Partition or furring run exceeds 30 feet without a corner or ceiling-height door frame.
 - b. Ceiling dimensions exceed 50 feet in either direction.
 - c. Construction changes within the plan of the partition.
 - d. Each side of column furring within a partition run.
 - e. Above each door jamb from head to top of partition.
 - f. At each side of furr downs.

E. Sealants:

1. Apply acoustical sealants in accordance with manufacturer's printed instructions at the following locations:
 - a. Serpentine beads under floor track and at ceiling track when abutting other construction.
 - b. Between all gypsum board edges and other materials and building elements.

F. Wood blocking:

1. Install miscellaneous wood blocking to support items requiring secure fastening with in drywall construction.
2. Refer to Section 06 10 00.

SCHEDULES

A. Finishes in accordance with GA-214 Level:

1. Level 1: Embed tape at joints in ceiling plenum areas, concealed areas, on portions of walls above ceilings between the ceilings and the tops of walls and where indicated, unless a

higher level of finish is required for fire-resistance-rated assemblies and sound rated assemblies.

2. Level 2: Embed tape and apply first coat of joint compound to tape, fasteners, and trim flanges where panels are substrate for tile.
3. Level 3: Embed tape and apply separate first and fill coats of joint compound to tape, fasteners, and trim flanges where panels are substrate for medium or heavy textures.
4. Level 4 (Standard Finish): Embed tape and apply separate first, fill and finish coats of joint compound to tape, fasteners, and trim flanges where panels are substrate for light textures, flat paints or wall coverings.
5. Level 5: Embed tape and apply separate first, fill, and finish coats of joint compound to tape, fasteners, and trim flanges, and apply skim coat of joint compound over entire surface where panels are over 10'-0" high and are substrate for gloss or semi-gloss paints

END OF SECTION 09 21 16

SECTION 09 30 00 – TILING

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

SUMMARY

- A. Section Includes:
1. Ceramic Tile.
 2. Porcelain Tile.
 3. Tile Trim and Accessories
 4. Engineered Thresholds.

SUBMITTALS

- A. Submit actual material samples of all tile and grout products to Architect for approval prior to ordering and/or installing any material.

MATERIALS

- A. All tile materials shall be quality certified by the Tile Council of America, Inc. to equal or exceed standard grade requirements of AMSI Specification 137.1.1980, packed in sealed containers bearing the certification mark of the TCA.
- B. Tile Manufacturers:
1. American Olean Tile Company - Lansdale, Pennsylvania
 2. Emil America - Dulles, Virginia
 3. Anatolia Tile – Vaughan, Ontario
 4. Dal-tile Corporation - Dallas, Texas
 5. Monarch Tile Corporation - San Angelo, Texas
 6. United States Ceramic Tile Company - East Sparta, Ohio
 7. Wilburn Tile Manufacturing Company - Little Rock, Arkansas
 8. Summitville Tiles, Inc. - Summitville, Ohio
- C. Ceramic and Porcelain Tile: Reference Material Schedule in drawings for manufacturer, product, color and finish of tile.
- D. Trim Pieces:
1. Provide factory made fitters and trim shaps required for a finished installation. Keep job-cut fitters and trim shapes to a minimum. Provide bullnose tile at horizontal and vertical tile edges.
- E. Thresholds: Provide Shluter RENO-U aluminum transition strips at restroom doors beveled to meet ADA & TAS standards. Provide Shluter RENO-RAMP aluminum transition strip at areas where tile meets concrete.
- F. Outside Wall Corners: Provide Shluter QUADDEC Q100AE aluminum edge protection strips at restroom outside wall corners.

SETTING BED MORTARADHESIVE/WATERPROOF MEMBRANE

EXECUTIONINSTALLATIONCLEANING & PROTECTION

- A. Upon completion of grouting work thoroughly clean all grout film from tile surfaces.
- B. Protect floor tile by covering or controlling traffic until work by other trades is complete.

GUARANTEE

- A. Furnish a written guarantee from the installer that all work performed under this section shall be free from defects in material and workmanship for a period of 1 year from the date of substantial completion of the project.

END OF SECTION 09 30 00

SECTION 09 51 13 – ACOUSTICAL PANEL CEILINGS

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

GENERAL

- A. All suspended ceiling systems shall be warranted for one (1) year against becoming unserviceable or objectionable in appearance as a result of being defective or non-conforming. Without limiting the warranty scope, the work shall be warranted against:
1. Noticeable sagging of the tile or board.
 2. Discoloration, darkening, mildewing of tile, board or exposed metal parts.
 3. Rusting or corrosion of the suspension system.
 4. Gaps in the tile or board caused by loose or improperly sized units.

SUBMITTALS

- A. Furnish one unit of each type of ceiling tile or board along with samples of each type of suspension system.

MATERIALS

- A. Suspension system shall be non-fire rated, Prelude XL 15/16", heavy duty, Exposed Tee System, 24" x 24", in white finish as manufactured by Armstrong or equal.
- B. Ceiling panels (APC-1) shall be 24" x 24" x 5/8", Rockfon Artic, SL square tegular edged, white finish as manufactured by Rockfon or equal.
- C. Provide hold-down clips at all ceiling panels.

WORKMANSHIP

- A. Coordinate and schedule the work with adjoining work provided under other sections of the specifications. Do not close ceilings until all work above ceilings is complete.
- B. Examine the job conditions affecting acoustical installation and report to the Contractor any deficiencies that will prevent proper installation of acoustical work. Do not start installation until such deficiencies have been corrected.
- C. Installation shall conform to the drawings, the applicable specifications of the Acoustical Materials Association, the manufacturer's written instructions and the requirements herein.
- D. The suspension systems shall support the ceiling assemblies shown on the drawings, including lighting fixtures, diffusers, grilles and similar items in the assemblies, with a maximum allowable deflection of 1/360 of span.
- E. Provide secondary supports (such as unistrut) to span beneath large ducts and suspended equipment to allow the maintaining of maximum hanger wire spacing as recommended by the manufacturer. Secondary supports must be hung from the structure above and not from ductwork or equipment. Submit design of secondary supports to maintain maximum allowable deflection of system (1/360 of span) for Architect's approval.

- F. Layout the work in conformance with the reflected ceiling plan. Center patterns in spaces and conform to building modules as indicated. Layout shall provide greatest possible width of perimeter units, with widths being equal at opposite sides of the spaces. Uniform patterns for ceiling units, lighting fixtures, diffusers and grilles shall be provided through cooperation with other installing trades.
- G. Completed ceilings shall be level, true to plane, pattern and module and square with the walls. Joints in tile, board and exposed suspension members shall be parallel and true. Ceiling work shall fit closely to adjoining items and construction, and be free from damaged tile and trim.
- H. Before final inspection and acceptance of the work, clean soil marks from ceilings, replace damaged units, touch-up abrasions on exposed metal with matching paint, and make any necessary adjustments to the systems. Leave the work clean, true to design and free from defects.

END OF SECTION 09 51 13

SECTION 09 65 13 – RESILIENT WALL BASE

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Resilient Wall Base and accessories.
 - 2. Substrate preparation.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of product indicated.
- C. Samples for Verification: For each type of product indicated, in manufacturer's standard-size samples of each resilient product color, texture, and pattern required.
- D. Product Schedule: For resilient products. Use same designations indicated on Drawings.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by Johnsonite, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

1.5 PROJECT CONDITIONS

- A. Install resilient products after other finishing operations, including painting, have been completed.
- B. Maintain ambient temperatures within range recommended by Manufacturer, but not less than 65 deg F (18 deg C) or more than 85 deg F (29 deg C) in spaces to receive resilient products during the following time periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.
- C. Maintain the ambient relative humidity between 40% and 60% during installation.

- D. Until Substantial Completion, maintain ambient temperatures within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

PART 2 - PRODUCTS

2.1 RESILIENT WALL BASE

Manufacturer:
(Basis of Design) Johnsonite
https://commercial.tarkett.com/en_US/brand/johnsonite

Refer to Material Schedule for style and color selection.

A. MILLWORK RESILIENT WALL BASE

Standard 4" profile – Refer to Material Schedule for color selection.

2.2 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, Portland cement based formulation manufactured and warranted by a reputable manufacturer.
- B. Adhesives: as recommended by Roppe to meet site conditions
 1. WB-600 Acrylic Wall Base Adhesive (Porous applications)
 2. AW-510 Acrylic Wet-Set Adhesive (Porous applications)
 3. C-630 Water-Based Contact Adhesive (Non-porous applications)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare substrates according to Johnsonite's written instructions to ensure adhesion of resilient wall base.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.

- C. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- D. Vacuum clean substrates to be covered by resilient products immediately before installation.

3.3 RESILIENT BASE INSTALLATION

- A. Comply with Roppes written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere Millwork resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. Preformed corners: Install preformed corners if available before installing straight pieces.
- G. Millwork profiles – job-formed corners:
 - 1. Outside corners: Use straight pieces of maximum lengths possible and miter corners to fit.
 - 2. Inside corners: Butt one piece to corner then scribe next piece to fit.

3.4 CLEANING AND PROTECTION

- A. Comply with Roppes written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
 - 1. Remove adhesive and other blemishes from exposed surfaces.
 - 2. Damp-mop surfaces to remove marks and soil.
- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

END OF SECTION 09 65 13

SECTION 09 65 16 – COMMERCIAL VINYL FLOORING

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

PART 1 GENERAL

1.1 REFERENCES

- A. ASTM International (ASTM):
 - 1. ASTM F 1700 - Standard Specification for Solid Vinyl Floor Tile.

1.2 SUBMITTALS

- A. Product Data: Provide detailed data on each product to be used including but not limited to the following information as applicable:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
 - 4. Maintenance recommendations.
- B. Verification Samples: For each finish product specified, two sets of each type, colors and finish of resilient flooring and accessory required, indicating color and pattern of actual product, including variations, as proof of application compliance.
- C. Closeout Submittals: Submit three copies of the following:
 - 1. Maintenance and operation data includes - methods for maintaining installed products, and precautions against cleaning materials and methods detrimental to finishes and performance.
 - 2. Documentation of warranty specified herein.
- D. Flame Spread Certification: Submit manufacturer's certification that resilient flooring furnished for areas indicated to comply with required flame spread rating has been tested and meets or exceeds indicated or required standard.

1.3 QUALITY ASSURANCE

- A. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
 - 1. Finish areas designated by Architect.
 - 2. Do not proceed with remaining work until workmanship, color, sheen and finished appearance are approved by Architect.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Flooring material and adhesive shall be acclimated to the installation area for a minimum of 48 hours prior to installation.
- C. Store cartons of tile products flat and squarely on top of one another, not on edge.

1.5 PROJECT CONDITIONS

- A. Environmental Requirements/Conditions: In accordance with manufacturer's recommendations. Areas to receive flooring shall be clean, fully enclosed, weather tight with the permanent HVAC set at a uniform temperature of at least 65 degrees F (18 degrees C) and less than 85 degrees (30 degrees C) 48 hours prior to and during and for not less than 48 hours after installation. The flooring material shall be conditioned in the same manner prior to installation.
- B. Close spaces to traffic during resilient flooring installation and for a period of time after installation as recommended in writing by the manufacturer.
- C. Install resilient flooring materials and accessories after other finishing operations, including painting, have been completed.
- D. Where demountable partitions and other items are indicated for installation on top of sheet resilient flooring material, install flooring material before these items are to be installed.
- E. Concrete substrates should not exceed 82 percent RH and/or 6 lbs. X 24 hrs. X 1000 sf. moisture vapor emissions rate tested in accordance to ASTM F 2170 and ASTM F 1869.

1.6 WARRANTY

- A. Warranty Period: Manufacturer's standard warranty against manufacturing defects and wearing for flooring and as follows:
 - 1. Mohawk Industries:
 - a. Limited 20 Year M-Force Ultra Commercial Warranty.

1.7 EXTRA MATERIALS

- A. Deliver to Owner extra materials from same production run as products installed. Package products with protective covering and identify with descriptive labels. Comply with Division 1 closeout submittals requirements.
 - 1. Quantity: Furnish quantity of flooring units equal to 2 percent of amount installed. Comply with Owner's requirements for delivery, storage and protection of extra materials.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design: Mohawk Industries, which is located at: 160 South Industrial Blvd, Calhoun, GA 30701; Toll Free Tel: 800-241-4494

Web: www.mohawkgroup.com
- B. Substitutions: Permitted.
- C. Requests for substitutions will be considered in accordance with provisions of Section 01 25 00 Substitution Procedures.

2.2 ACCESSORIES

- A. Adhesive: Manufacturer's recommended adhesive.
- B. Portland based cementitious base leveler. Gypsum based not acceptable.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Inspect floor to be installed immediately upon arriving at job site; perform a moisture test.
- B. Do not begin installation until substrates have been properly prepared.
- C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- D. The installation of the resilient flooring shall not begin until the work of all other trades has been completed, particularly wet and overhead trades.
- E. Areas to receive flooring shall be adequately lighted during all phases of the installation process.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Using Portland based cementitious base leveler fill and cover all seams, nail heads, voids, cracks, and expansion joints. Achieve smooth, even, firmly attached substrate for best finish results.
 - 1. Float with a Portland cement compound using a latex additive (as recommended by the manufacturer) instead of water.
 - 2. Once substrate levelness is achieved continue with the next step.
- C. Apply concrete floor sealer to substrate in accordance with manufacturer's recommendations.
- D. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- E. Concrete Substrates: The Contractor shall verify to the Owner and installer a minimum of 30 days prior to the scheduled resilient flooring installation the following substrate conditions. All substrate testing shall be documented and submitted to the Architect and Owner before commencement of the flooring installation.
 - 1. Verify that substrates are dry, free of debris, and that all curing compounds, sealers, and hardeners have properly cured.
 - 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
 - 3. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.

4. Moisture Testing: Perform tests recommended by manufacturer and as follows. Proceed with installation only after substrates pass testing.

3.3 INSTALLING RESILIENT TILES AND PLANKS

A. General:

1. Permanent HVAC system shall be turned on and set to a minimum of 65 degrees F (20 degrees C) for a minimum of 48 hours prior to, during and 48 hours after installation. After the installations, the maximum temperature should not exceed 125 degrees F (37 degrees C).
2. All products must be allowed to acclimate at least 24 to 48 hours before installation. This means product must be placed in the same room as the install that is taking place and removed from its factory packaging.
3. Material shall be visually inspected prior to installation.
4. Ensure that all recommendations for sub-floor and jobsite conditions are met prior to beginning the installation. Once the installation is started, Contractor and installer have accepted those conditions.
5. Install in accordance with manufacturer's installation instructions for each product type and application specified.

B. Layout and Installation:

1. Center tiles or planks in rooms and hallways so borders are not less than half a tile or plank when possible.
2. Cut edges shall always be installed against a wall.
3. Install using tile and plank installation techniques recommended by manufacturer.
4. Install tiles, planks, borders and feature strips in locations and configurations indicated on the Drawings.

C. Adhesive Application:

1. Any spread glue has to be covered with material and rolled within the recommended time frame described on the adhesive container.
2. If troweled adhesive skims over, scrape up and reapply.
3. Install in accordance with adhesive manufacturer's recommendations.
4. Refer to manufacturer's literature for selection criteria for trowel size, type.
5. Using proper trowel size, apply adhesive in accordance with label on adhesive.
6. Spread a 4 inch (100 mm) wide band of adhesive around the perimeter of the area designated as an extreme condition area.
7. An additional 4 inch (100 mm) band should be spread at approximately 10 foot (3 m) intervals.
8. For transitional areas, from loose lay to another floor covering of a different height, a 4 inch (100 mm) band of adhesive should be spread across the length of the transition.

3.4 CLEANING

- A. Wipe off any adhesive on floor as installation proceeds. Wait 48 hours before applying the cleaning and maintenance products.
- B. Prior to installation of permanent fixtures or furniture, remove all dirt, debris, or residual adhesive and clean the floor. If desired, a protective coating may be applied at this time. Specific products and instructions are available from the manufacturer.

3.5 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

3.6 MAINTENANCE

- A. Comply with manufacturers instructions for proper cleaning and maintenance of the products.

END OF SECTION 09 65 16

SECTION 09 68 13 – MODULAR FLOORING

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

GENERAL

- A. Section Includes:
1. Carpet modules as shown on the drawings and schedules and as indicated by the requirements of this section.
 2. The installation shall include all floor preparation, including measurement.

RELATED SECTIONS

- A. Other Division 9 sections for floor finishes related to this section but not the work of this section.
B. Division 3 Concrete - not included work this section.
C. Division 6 Wood and Plastics - not included work this section.
D. Division 7 Thermal and Moisture Protection - not included work this section.

QUALITY ASSURANCE

- A. Qualifications of flooring installation contractor: All work shall be done by installation firms specializing in commercial flooring and carpet installation. It is required, that the firm or individual shall be a member of the Floor Covering Installation Contractors Association (FCICA) and/or certified by the Certified Floorcovering Installers Association (CFI). Flooring contractor to be specialty contractor normally engaged in this type of work and shall have three (3) years minimum documented experience in commercial installation of similar flooring materials and participation in manufacturer's environmental program including responsible flooring removal, recycling, and installation.
- B. Flooring contractor will be responsible for the proper product installation, including floor preparation in all the areas indicated in the drawings to receive carpet modules. The installation standard will be as listed in Manufacturer's Installation Instructions.
- C. Flooring contractor to provide owner a written warranty that guarantees the completed installation to be free from defects in materials and workmanship for a period of no less than two (2) years after job completion.
- D. Manufacturer qualifications: Manufacturing facility to ISO 14001 certified and have a minimum of 10 years experience in the manufacture of commercial flooring.
- E. Manufacturer to provide field service experts to assist in project start-up as required by the job and will notify owner, architect, general contractor, or another designated contact if any installation instructions are not followed.

SUBMITTALS

- A. Submit to architect and/or owner ten (10) days prior to bid, two (2) 12" x 36" (actual size) finished samples of the exact type of flooring proposed, including quality, pattern, color and backing.

- B. Submit to architect and/or owner ten (10) days before bid, any proposed substitutions for consideration. Submit at least three (3) references of installations using the same flooring technology, as described within this text. Include contact names and telephone numbers.
- C. Submit manufacturer's warranties, installation instructions, and maintenance instructions before bid date.

DELIVERY, STORAGE AND HANDLING

- A. Deliver all materials to the installation site in the manufacturer's original packaging and in good condition. Packaging to contain manufacturer's name and marks, identification number, shipping and handling instructions and related information.
- B. Delivered and stored materials must be available for inspection as required by the owner, architect, general contractor and/or the manufacturer.
- C. All materials, including adhesives, are to be delivered to the site of installation at a minimum of 48 hours prior to the start of installation and stored in a clean and dry room. The floor and room temperature must be acclimated by maintaining the temperature between 65°F and 85°F, and the humidity between 30% and 65%, for at least 48 hours before and during installation. In addition, the carpet and adhesive should be stored under these conditions for at least 24 hours before installation. The installation site must be acclimated with controlled temperature and humidity.
- D. Once the temperature and relative humidity in area for installation have been stabilized, loose lay the modules within the installation area and allow them to precondition for 48 hours prior to installation. Module installation shall not commence until painting and finishing work is complete and ceiling and overhead work is tested, approved and completed. Traffic shall be closed during the installation of the textile composite flooring products. Verify concrete slabs are dry per the standards for bond and moisture tests listed in the manufacturer's installation instructions.

SUBSTITUTIONS

- A. All Bid substitutions must be submitted in accordance with section 01 25 00 - SUBSTITUTION PROCEDURES and 01 25 01 - SUBSTITUTION REQUEST FORM

PRODUCTS

MANUFACTURER

- 1. A. Acceptable Manufacturer: (Basis of Design) Mohawk Industries, 160 South Industrial Blvd. Calhoun, GA 30701 www.Mohawkgroup.com

MATERIALS

- A. Refer to Material Schedule

ADHESIVES

- A. As recommended by Manufacturer: EcoFlex Air, EcoFlex ICT, EcoFlex Matrix, or EcoFlex NXT.

ACCESSORIES

- A. Carpet requires protective transition 3/16-inch to other floor covering thickness. Provide Tarkett CTA-XX-J transition strips tapered to meet abutting materials as indicated in the drawings. Color to match rubber base.
- B. Provide edge strips made of extruded aluminum with a mill finish, unless otherwise noted.

INSPECTION

- A. Examine and verify that sub-floor surfaces are smooth and flat within tolerances specified for that type of work and are ready to receive installation of modules.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive installation of modules.
- C. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of adhesive materials to sub-floor surfaces.
- D. Verify that concrete sub-floor surfaces are dry enough and ready for flooring installation by testing for moisture emission rate and alkalinity in accordance with ASTM F 710.
- E. Verify that required floor-mounted utilities are in correct location.

PREPARATION

- A. Starting installation constitutes acceptance of sub-floor conditions.
- B. SURFACE PREPARATION- Substrate with excessive dust must be leaned and then primed with a product such as PrimeCoat to ensure proper bonding.
- C. CONCRETE MOISTURE TESTING and pH Testing - Substrate surfaces must be tested for moisture emission. It is the responsibility of the owner or owner's representative to perform moisture testing prior to starting the installation. ASTM-F2170-2 relative humidity probe moisture testing or ASTM-F1869 calcium chloride testing can be performed on the concrete to determine the surface moisture emission rate. Acceptable relative humidity probe testing results are up to 75% RH. An acceptable result for calcium chloride moisture testing is up to 5 lbs per 1,000 SF per 24 hours. Alkalinity tests should also be performed per ASTM-F710. The maximum acceptable pH is 9.0. J+J Flooring Group prefers relative humidity probe moisture testing over calcium chloride testing, as the results are more accurate and reliable. For test results that determine RH test readings of 75% - 85%, moisture emission rates of 5 lbs - 8 lbs, or pH readings of 9.0 - 11.00, Commercialon Premium Sealer is required.

SUBFLOORS

- A. New Concrete - New concrete must be fully cured and free of moisture (see ASTM F 710). New concrete requires a curing period of approximately 90 days. Prime if floor is extremely porous or has excessive dust. Note: Any existing sealer or primer must be tested for compatibility with Mohawk Group's adhesive.

INSTALLATION

- A. Install flooring in strict accordance with the finish drawings and Manufacturer's installation instructions.
- F. Carpet should be protected from heavy traffic and construction dust with non-staining, building material paper. Never use plastic sheeting as it will trap moisture and prevent proper curing of the adhesive.

INSTALLATION OF ACCESSORIES

- A. Install accessories as required by drawings and per manufacturer's specifications.

CLEANING AND PROTECTION

- A. Use a moist cloth when wet; if dry, use a solvent based product applied to a towel then worked onto the carpet module for removal of contaminants such as adhesive, paint, oil and grease. Follow manufacturer's maintenance guidelines.
- B. Clean and vacuum surfaces.

END OF SECTION 09 68 13

SECTION 09 90 00 – PAINTING AND COATING

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

SCOPE

- A. Refer to Material Schedule, notes on the drawings , and this Section of the specifications to determine building surfaces to be painted or otherwise finished.

WARRANTY

- A. All painting and caulking shall be warranted for 2 years against becoming unserviceable or objectionable in appearance as a result of being defective or non-conforming. Without limiting the warranty scope, the work in general shall be warranted not to:
1. Noticeably discolor, yellow, streak, bloom, bleak, darken or fade.
 2. Change sheen with excessive speed or irregularity.
 3. Peel, crack, blister or alligator.
 4. Release from the substrate or intermediate coats.
 5. Chalk or dust excessively.
 6. Stay tacky or become tacky.
 7. Mildew

SUBMITTALS

- A. Submit 8 1/2" x 11" samples of each paint color scheduled on the material schedule prepared by the Architect. Samples shall be made with the actual mixed paints to be used on the project.
- B. Submit paint and finish schedule identifying all materials and colors to be used on the project.
- C. Submit technical data sheets describing properties and application recommendations from manufacturers providing materials on the project.

MATERIALS

- A. The proposal shall be based upon all paint, enamel, latex, fillers, thinners and other materials listed in the following schedule.
- B. Thinners shall only be those recommended by the particular paint manufacturer for use with his products.
- C. Use proper colored bases to mix colored paints. Prime coats shall be colored nearly the same as finish coats.
- D. The Architect reserves the right to select a different color for each room or space and to have colors adjusted at any time before the final coat is applied.
- E. Best grade commercial products of the following manufacturers will be acceptable for use on the project.
1. Sherwin-Williams
 2. PPG Paints
 3. Kelly-Moore Paint Co.

PREPARATION

- A. Deliver all materials in unbroken original packages or containers bearing manufacturer's labels.
- B. All material shall be stored and mixed only in such rooms as may be assigned for this purpose and all necessary precautions shall be taken to prevent a fire.
- C. Protect all finished surfaces and all surfaces receiving other materials, which depend on surface bonding, from becoming contaminated by any painting or coating.
- D. Coordinate and schedule painting work so as not to conflict with the work of other trades.
- E. Preparation of surfaces:
 - 1. Wood:
 - a. Sandpaper to smooth and even surface and slightly bevel sharp corners. Clean off all dust, using tack cloth if necessary. After primer has been applied fill nail and other holes and cracks with plastic wood or putty.
 - 2. Steel and Iron:
 - a. Remove grease, rust, scale and dust and touch-up any chipped or abraded places on items that have been shop coated. Where steel and iron have a heavy coating of scale, it shall be removed by wire brushing or sand blasting as necessary to produce a satisfactory surface for painting. Painting over rust and scale will not be allowed.
 - 3. Galvanized Metal:
 - a. Clean thoroughly with mineral spirits or naphtha.
 - 4. General:
 - a. Before painting, hardware, accessories, electrical device plates, lighting fixtures and similar items shall be removed by the installing trade and be replaced after painting work is completed. If items are not removed prior to painting and are damaged they must be repaired or replaced at no additional cost to the Owner.

APPLICATION

- A. Apply materials in a manner to insure smooth, even, uniform coats, free from dirt, runs, brush marks, sags and laps. Apply all paint products in accordance with manufacturer's written instructions.
- B. Doors and trim and steel door frames shall be brushed or sprayed. Interior surfaces of stops, exposed to view, retaining glass shall be painted prior to installation of glass.
- C. All applications, other than on millwork, doors and frames, shall be by brush, spray or roller as recommended by coating manufacturer to produce the best finish. Semi-transparent stain shall be brushed only.
- D. All coats shall be thoroughly dry before the succeeding coat is applied. Allow at least 24 hours between coats.
- E. Sandpaper with number 00 sandpaper between all interior coats on wood or metal surfaces. Steel wool may not be used.
- F. All finishes of each type of paint shall be uniform as to sheen, color and texture.
- G. Prime and back-prime with one coat of primer all surfaces of millwork, trim and woodwork, both interior and exterior. Priming work shall be done when such millwork is first delivered to the job.

- H. Give top and bottom edges of all doors two coats of the same finish applied to faces. Edge finishes on door tops and bottoms shall be applied after all cutting and fitting of door is completed and before weatherstripping is applied.
- I. Miscellaneous ungalvanized steel not exposed in finished areas shall be touched-up to cover bolts, field welds, and all damaged and scuffed areas, immediately after erection, using the same material as used in shop prime coating. One further coat of original priming material shall be given to all surfaces after touch-up primer has dried.

TOUCH-UP & CLEAN-UP

- A. On completion of the building, examine all painted surfaces. Carefully touch-up and repair marred or damaged spots, work over all surfaces that have been repaired by other trades and leave entire work in first class condition.

PAINTING FINISH SCHEDULE

- A. New interior gypsum wallboard:

- 1. Tape all joints and spread compound over nail or screw heads using perforated tape and joint compound.
- 2. Sand first operation as required, trowel compound out to feather edge over all joints, nail or screw heads and around accessories.
- 3. Sand second operation as required and apply one coat of combination textured paint containing sealer and primer with a simulated sand finish texture. Submit texture samples to the Architect for approval.
 - USG Multi-PurposeTexture-Sprayed Splatter-Light Finish Texture
 - PPG Speedhide Acrylic Texture Coating 4-50
- 4. Apply 2 coats
 - Sherwin-Williams ProMar 200, Zero VOC, Interior Latex Eg-Shel B20W2200 Series
 - PPG Speedhide Interior Enamel Eggshell Latex 6-411 Series
 - KM A1610 Acry-Plex 100% Acrylic Interior Eggshell Enamel

- B. Gypsum board ceilings and furr downs:

- 1. Tape all joints and spread compound over nail or screw heads using perforated tape and joint compound. (Tape and float areas above ceilings which are not finished also).
- 2. Sand first operation as required, trowel compound out to feather edge over all joints, nail or screw heads and around accessories.
- 3. Sand second operation as required and apply one coat of combination textured paint containing sealer and primer with a simulated sand finish texture. Submit texture samples to the Architect for approval.
 - USG Multi-PurposeTexture-Sprayed Splatter-Light Finish Texture
 - PPG Speedhide Acrylic Texture Coating 4-50
- 4. Apply 2 coats
 - Sherwin-Williams ProMar 200, Zero VOC, Interior Latex Flat Wall Paint, Series B30 W 200
 - PPG Speedhide Interior Enamel Flat Latex 6-70 Series
 - KM 550-Super Latex Flat Wall Paint

- C. Painted interior, plywood and trim, plywood telephone/computer equipment boards:
1. 1st coat - enamel undercoat
SW Preprite ProBlock Latex Primer/Sealer B51W20
 2. 2nd & 3rd coats - semi-gloss alkyd enamel.
SW Proclassic Waterborne Acrylic Semi-Gloss Enamel Series B31
- D. Stained wood sills, cabinets and shelving, and interior wood trim and railings
1. Apply paste filler and satin sheen oil stain. Color as selected by Architect.
 2. Apply 3 coats clear satin sheen varnish.
- E. Interior and exterior mechanical, plumbing and electrical equipment, including machinery, roof top A/C units, electrical switches and panels, meters, and conduits, uninsulated water and sewer lines and similar items (excluding copper) exposed to view: Mask all equipment nameplates and information plates or tags.
1. 1st coat on primed or factory painted equipment - Touch-up scars and scratches with primer.
 2. 1st coat on black steel - Maintenance primer.
 3. 2nd & 3rd coats - Satin sheen industrial enamel.
- F. Blackout duct interiors in sight line, but not less than 15" back from registers, grilles and diffusers:
4. One coat flat, wrought iron, black.

COMPLETION

- A. Furnish Owner a typewritten list of paint schedule in duplicate, listing manufacturer's names, types of paint and color numbers or custom mix formulas.

END OF SECTION 09 90 00

SECTION 12 34 10 – CASEWORK

The Conditions of the Contract and applicable requirements of Division 01 govern this section.

PART 1 GENERAL

SCOPE

- A. Provide and install all base cabinets, upper cabinets, tall cabinets, special use cabinets, countertops, backsplashes, fillers and grounds specified herein and shown on the drawings.
- B. Provide and install sinks located in casework units. Provide removable backs in all casework necessary to gain access to plumbing connections and/or chases.
- C. Provide and install grommets in countertops for electrical cords; coordinate location with drawings. Show all locations on countertop plans during submittal process.

SUBMITTALS

- A. Submit shop drawings in accordance with the requirements of Article 3.12 of the General and Supplementary Conditions, complete with either catalog cut sheets or physical samples of all required hardware. Drawings shall indicate cabinet style, size, clear depth dimensions, filler requirements, and section information necessary for proper installation of all equipment. Provide an equipment list for all accessories furnished by the casework manufacturer as required by these documents. Provide profile of all countertops with dimensions and finished end locations.
 - 1. Plastic Laminate Color Charts:
The architect will attempt to select colors from the plastic laminate selections preferred by the subcontractor; however, if the standard colors do not prove to be entirely satisfactory the architect reserves the right to make selections from the full range of colors and patterns offered by any of the manufacturers listed herein.
 - 2. Provide one full size cabinet as selected by the Architect from the submitted shop drawings for review of construction, finishes, and specified hardware. Once approved and in useable condition at time of installation this cabinet may be used as part of the final work.

QUALITY ASSURANCE

- A. The casework manufacturer shall ensure the final casework structure is safe and stable when carrying the maximum intended loads, as measured against the load ratings of the fully extended, specified sliding drawer and shelf hardware.
- B. The installer shall designate an individual in his organization who is responsible for quality review and assurance that the work installed under this section of the work meets the quality standards established herein.

DELIVERY AND STORAGE

- A. Do not deliver casework until the location for which casework is to be installed has been climatized; humidity level changes do not exceed 20 percent and temperature changes do not exceed more than 15 degrees in any 24 hour period.

- B. Upon delivery, locate casework in each area where it is to be installed. Do not install cabinets where wet work has not been completed. Cover and protect from other trades.

WARRANTY

- A. Provide one year warranty protecting against defective materials and workmanship.

PART 2 PRODUCTS

MANUFACTURERS

- A. The drawings have been established using LSI Corporation of America, Inc. model numbers. Some model numbers may be modified to reflect certain requirements for this project. Where these modifications are different from the standard products furnished, deviations from these modifications will not be allowed. The following is a list of acceptable manufacturers of plastic laminated casework:
1. LSI Corporation of America, Inc. Minneapolis, MN, 612-559-4664
 2. Terrell Manufacturing Co., San Angelo, 915-655-7133
 3. Tru-Bilt, Calmar, IA 319-562-3261
 4. Case Systems, Midland, MI 517-835-7773
 5. Alpha & Omega Casework, Taylor, TX, 512-587-3771
 6. TMI, Dickinson, ND, 701-225-6716
 7. Westmark Products Inc., Tacoma WA, 206-531-3470
 8. Ameritek Designs, Inc. 281-442-7767
 9. Texas Woodwork Interiors
 10. Goebel Woodwork, Cuero TX, 361-277-5220
- B. Plastic Laminate Manufacturers:
1. Wilsonart
 2. Formica
 3. Nevamar
 4. Pionite
- C. Plywood: Shall be 7 ply veneer core 3/4" material and 9 ply for 1 1/8" material. Species shall be Douglas Fir. Grade shall be B faces with interior veneers grade C or better. Voids in interior cores exceeding 5 square inches will be subject to rejection. All plywood shall be manufactured in accordance with the U.S. Products Standards PS-1. All plywood shall be marked for exterior use and shall be adhered with waterproof glue. Where drawings or specifications indicate the use of plywood, particle board will not be accepted.
- D. Hardware:
1. Hinges shall be five knuckle 2 3/4" overlay type, .095 gauge with hospital tips. Provide a dull chrome US26D finish. Hinges shall be Gamblo Company, Inc. or equal Stanley. If alternate hinges are used approval of sample hinge will be required prior to placement of any casework on the project.
 2. For doors less than 48" in height provide 2 hinges. For doors greater than 48" in height provide 4 hinges.

3. Pulls shall be Stanley 4484 US26D (equal Epco M2-304 US26D)
4. Drawer slides in all cases shall maximize the clear inside depth of the case.
Manufacturers:
 - a. Knape & Vogt
 - b. Grant
 - c. Accuride
 - d. Hafele
5. Heavy duty 50 lbs. rating equal to KV 1300SC.
6. File drawers shall be equipped with 100 lb. ratings, equal to KV 1429 full extension slides. All file drawers shall have file suspension brackets equal to Pendalflex File Frame Systems.
7. Magnetic Catches: Epco 592-WS at all doors. Provide two catches for all doors in excess of 36" in height. Equal manufacturer: Stanley.
8. Shelf Supports: KV #347 or Hafele # 282.11.707 metal inserts spaces at 1 1/4" centers.
9. Locks: National M2-3704 construction core five pin tumbler lock keyed differently unless specified otherwise. Provide two keys per lock, master keyed, with a total of 6 master keys. Equal manufacturer: Best Lock Corporation.
10. Elbow catches at all inactive leaves shall be Ives 2A3.
11. Cloths Hanger Rod and Flanges shall be KV 660 rods with two #734 flanges.
12. Grommets: 2" as manufactured by Doug Mocket or equal.

E. Edging:

1. All exposed edges shall be covered with .020 or 3mm PVC applied with hot melt glue under heat and pressure to provide a complete seal. Color as selected by Architect. "T" barb edging will not be accepted.
2. Provide .020 PVC edge at all case bodies.
3. Provide 3mm edge at all doors, drawers, aprons, work surfaces and counter tops.
4. Colors as selected by the Architect from full range of colors to match plastic laminate.
 - a. One color will be selected for doors, drawers and aprons.
 - b. One color will be selected for countertops.

F. 1/4" hardwood plywood shall be stain grade 5 ply veneer core plywood used at all drawer bottoms, no exceptions.

G. Retractable Keyboard Tray

1. Manufacturer: 3M
2. Model No.: AKT60LE
3. Locations: All locations indicated on drawings, refer to schedule and elevations.

LAMINATE FINISHES

- A. Decorative vertical surfacing laminate (.032) shall be at all exposed surfaces such as doors, drawers, exposed walls, open shelving units, ie., backs, shelves, and interiors of open cases.

- B. Decorative general purpose laminate (.055) shall be used at all countertops and backsplash surfaces. Where rolled edge or post-formed coved backsplashes are indicated provide post-forming grade plastic (.042).
- C. Cabinet liner (.030) shall be Wilson-Art #1573-CL "Solid Frosty White" or equivalent. No other color will be acceptable. The cabinet liner shall be used for balancing exterior surface laminates.
- D. Backer, .020" thick, shall be placed on all unexposed surfaces. And specifically at all undersides of countertops and backs of backsplashes. Backer shall be adhered to counters under heat and pressure.
- E. Pressure Fused Melamine Laminate, Frosty White in color shall be used in areas behind closed doors. Only High Quality Thermofused 80 to 100 gram PSM minimum Melamine will be accepted. Melamine must meet NEMA LD3-1991, GP-20, and ALA 1992 minimum performance standards, including 600 cycles in the Resistance to Wear Test and 19 to 20 inches in the Resistance to Impact Test. Note: Impact and Wear Test exceed minimum standards.

WORKMANSHIP

- A. All parts shall be machined for accurate fit and assembled with appropriate fasteners resulting in level and plumb units without discernable tool marks. Modified or special units shall be constructed with similar details.
- B. Cabinet Sub-base: To be separate and continuous (no cabinet bodies sides-to-floor). water resistant exterior grade plywood with concealed fastening to cabinet bottom. Ladder-type construction of unfinished fronts for the application of coved base material furnished by other sections.
- C. Schedule of Materials:
 - 1. Walls 3/4"
 - 2. Tops and Bottoms 3/4"
 - 3. Horizontal Dividers 3/4"
 - 4. Vertical Dividers 3/4"
 - 5. Shelves 1"
 - 6. Backs 3/8"
 - 7. Finished Back Panels 3/4"
 - 8. Countertops 1 1/8" (1 1/4" finished thickness)
 - 9. Backsplashes 3/4"
 - 10. Countertop Supports 1 1/4"
 - 11. Aprons 3/4"
 - 12. Toe Boards 3/4"
 - 13. Drawer Sides 1/2"
 - 14. Drawer Bottoms 1/4"
 - 15. Fillers 3/4"
- D. Drawer Construction:

1. Option 1: All drawers shall be constructed of minimum .50 inch hardwood sides, front and back assembled in drawer press with glued and doweled joinery. Drawer bottoms shall be 1/4 hardwood plywood matching species of drawer sides and shall be let into drawer sides, front and back. Provide a continuous bead of hot melt glue around perimeter of underside of drawer bottom firmly lock the drawer bottom in place. (Lacquer or C.L. finish at interior of drawer.)
2. Option 2: Fabricate all drawer boxes using 1/2 inch, 9-ply laminated hardwood plywood. The four corners of the drawers are machined for lock shoulder joints, glued, and stapled. The top edges of the drawer box sides and back are radiused. Drawer bottom is let in on four sides and securely glued underneath with a continuous bead of glue around the perimeter of the drawer bottom. Additional bottom braces are used on drawers over 24" wide. All components have one coat of clear waterproof sealer. Drawer boxes are screw-attached to separate drawer fronts.
3. Option 3: Drawer fronts shall be applied to separate drawer body component sub-front. Drawer sides shall be doweled and glued to receive front and back, machine squared and held under pressure, to set.

E. Note that at all sink cabinets, plywood cores shall be used as the substrate for both the cabinet and countertop.

UNITS

- A. Items of casework by room shall be as indicated on the drawings. Plan and/or elevations shall indicate casework to be provided.
- B. Manufacturer shall provide custom built units where indicated and as necessary to meet job conditions.

KEYING

- A. Items of casework to receive locks shall be keyed as follows:
 1. Each room of casework shall be keyed alike and keyed to one master key system.
 2. Locks shall be keyed to a schedule submitted by the casework supplier with the shop drawing for review and approval by the Owner and the Architect.

PART 3 EXECUTION

EXAMINATION

- A. Prior to shipment, the Casework manufacturer shall verify the casework structure is safe and stable when carrying the maximum intended loads, as measured against the load ratings of the fully extended, specified sliding drawer and shelf hardware. Verify that slide mounting surfaces are securely attached to the casework structure.

INSTALLATION

- A. All casework items shall be installed by the casework supplier at locations indicated in the drawings.
- B. Casework supplier shall make all cutouts necessary to receive plumbing items.

- C. Securely anchor wall units to surrounding walls. Take special care to assure that casework with sliding drawers and/or sliding shelves are securely anchored to prevent tip-over of the casework when fully loaded drawer or shelf is fully extended.
- D. Coordinate installation of work furnished by the various trades to assure properly functioning equipment at the completion of the job.
- E. Furnish scribe fillers required to complete the installation.
- F. Verify lengths of countertops, splashes, and bases. All tops 8'-0" or less to be one piece construction.
- G. Any tackboards, markerboards, maprails, or mirrors shown on the drawings are for coordination purposes only and are not part of the Casework Section.
- H. Obtain appliance and equipment submittals from the General Contractor in order to coordinate opening sizes, etc. for equipment.

END OF SECTION 12 34 10