



## **City of Waco, Texas**

### **Request for Bid RFB No. 2023-003**

## **Waco Convention Center Flooring Project**

**Issue Date: January 11, 2023**

**Closing Date & Time: January 31, 2023, at 2:00 p.m.**

**Opening Date & Time: January 31, 2023, at 2:01 p.m.**

RFB Opening Location: Purchasing Services Office, 1415 N. 4<sup>th</sup> Street, Waco, Texas  
(via Zoom Video Conferencing) Please see Page 2

For Information Contact: Christopher Hanchard, Purchasing Services, 254-750-6604

Pre-submittal Meeting Location: **No Pre-bid Meeting Scheduled**

Purchasing Services  
Post Office Box 2570  
Waco, Texas 76702-2570  
Telephone 254 / 750-8060  
Fax 254 / 750-8063  
[www.waco-texas.com](http://www.waco-texas.com)



City of Waco, Texas

**ZOOM ACCESS INSTRUCTIONS & ADDITIONAL INFORMATION**

<b>PRE BID/ PROPOSAL</b>	
<b>BID NUMBER:</b>	
<b>DATE:</b>	
<b>TIME: CENTRAL</b>	
<b>QUICK LINK:</b>	
<b>MEETING ID:</b>	
<b>DIAL IN NUMBER:</b>	
<b>PASS CODE:</b>	
<b>ADDITONAL INFORMATION:</b>	<b>NO PREBID MEETING SCHEDULED</b>

<b>BID/ PROPOSAL OPENING</b>	
<b>BID NUMBER:</b>	RFB 2023-003
<b>DATE:</b>	01/31/20
<b>TIME: CENTRAL</b>	2:01 PM
<b>QUICK LINK:</b>	<a href="https://wacotx.zoomgov.com/j/1601305297?pwd=elg4Mm0xZ0ozNm1aWINPQWtHZUowdz09">https://wacotx.zoomgov.com/j/1601305297?pwd=elg4Mm0xZ0ozNm1aWINPQWtHZUowdz09</a>
<b>MEETING ID:</b>	160 130 5297
<b>DIAL IN NUMBER:</b>	551 285 1373
<b>PASS CODE:</b>	841622
<b>ADDITONAL INFORMATION:</b>	

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# City of Waco, Texas

RFB No. 2023-003

## City of Waco Convention Center Flooring Project

### REGISTER INTEREST

You have received a copy of the above described Request document. If you would like to register your interest in this project so that you will receive any future notices or addenda concerning the project, please fill in the information requested below and fax this page to 254-750-8063. You may also scan this page and email to: ChristopherH@wacotx.gov.

Company/Firm: \_\_\_\_\_

Name of Contact Person(s): \_\_\_\_\_

Email(s): \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

It is your responsibility to complete and return this form to the City. Failure to do so will result in your not receiving notices and addenda related to this project from the City of Waco. Notices and addenda are posted on the City's website and can be accessed at:

<http://www.waco-texas.com/purchasing-rules.asp>

City of Waco Purchasing Services

Post Office Box 2570

Waco, Texas 76702-2570

Telephone 254 / 750-8060

Fax 254 / 750-8063

[www.waco-texas.com](http://www.waco-texas.com)

## I. Schedule for Solicitation

The proposed schedule of events is tentative and may be modified throughout the selection process at the discretion of the City of Waco.

Issuance of the RFB	January 31, 2023
Pre-Bid Conference: 10:00 A.M.	NOT SCHEDULED
Deadline for questions is 5:00 P.M.	January 24, 2023
Bids due by <b>2:00 p.m.</b>	January 31, 2023
Evaluation of submissions	January 31, 2023 thru February 6, 2023

Tentatively, the final selection decision will be made and submitters will be notified of award by February 7, 2023. This schedule is subject to change by the City.

## II. Contact with City of Waco

The contact person for this solicitation process is: Christopher Hanchard, Purchasing Agent who can be reached at:

Email: [ChristopherH@wacotx.gov](mailto:ChristopherH@wacotx.gov) Telephone: (254) 750-6604 Fax: (254) 750-8063

Questions concerning the solicitation must be submitted to contact person **in writing** on or before date shown in the schedule above.

<b>Via U.S. Mail:</b> City of Waco Purchasing Services Attn: Christopher Hanchard, Purchasing Agent P.O. Box 2570 Waco, Texas 76702-2570	<b>Via Delivery Services/Personal Delivery:</b> City of Waco Purchasing Services Attn: Christopher Hanchard, Purchasing Agent 1415 North 4 <sup>th</sup> Street Waco, Texas 76707 <b>NOTE: US Mail does NOT deliver to street address</b>
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**Contact with someone other than the Purchasing Agent listed above, or his/her designated representative, at the City of Waco concerning this solicitation may be grounds for removal from consideration.**

Interpretation, modification, corrections, or changes to the solicitation documents will be made by addenda issued by the City of Waco. Addenda will be made available <https://www.waco-texas.com/bids.asp>. Interested vendors are encouraged to return the Register Interest form on the previous page.

A complete copy of this RFB, including information for bidders, bid forms, contract forms, plans, specifications, bid bond forms, performance and payment bond forms and all other contract documents related to this project are available at <https://www.waco-texas.com/bids.asp>.

### **III. Definitions**

The following definitions apply to this document and the transaction between the City and the selected submitter unless otherwise designated in the context. Terms, which are singular, may include multiple, where applicable and when in the best interests of the City:

- (1) "City" means and refers to the City of Waco, Texas.
- (2) "Company" or "Firm" means and refers to any submitter, whether such submitter be a sole proprietor, corporation, company, partnership, company, or any other entity legally defined or recognized under the laws of the State of Texas.
- (3) "Bid" or "Submission" refers to a response submitted to an RFB.
- (4) "RFB" means and refers to a Request for Bid that will be awarded based on lowest responsible bid or best value to City of Waco.
- (5) "Selected submission" means and refers to the submission sent to the City of Waco by the Selected Firm.
- (6) "Selected Firm" means the firm who is selected by the City and to whom the City Council/City Manager awards a contract for the services or commodities requested in this solicitation.
- (7) "Solicitation" means an RFB issued by the City Waco seeking products or services described in the document.
- (8) "Submitter" or "Vendor" or "Bidder" or "Contractor" means a firm that submits a response to a solicitation.
- (9) "Contract documents" includes the RFB and all of the Appendices attached to the RFB.
- (10) "Day" means a calendar day unless otherwise specifically defined.

## **IV. REQUESTED SERVICES/PRODUCTS**

### **A. Scope of Services / Specifications**

- (1) The project generally consists of furnishing all labor, materials, equipment, appurtenances, and incidentals as required to replace the flooring at the City of Waco Convention Center.
- (2) Detailed specifications are attached as Appendices.

### **B. Terms, Conditions, and Requirements**

In addition to the specifications for the Project, the attached Appendices include the City's Contract Requirements.

### **C. Duration of Service**

It is anticipated by the City of Waco that the work of this project will be performed not later than ten (10) days from notice to proceed from the Owner or twenty-one (21) calendar days from the notification of award, whichever is earlier. It is additionally anticipated that work will not be performed on Saturdays, Sundays, or City holidays unless specifically identified on the bid and approved by City. Since "day" is defined as a calendar day, Saturdays, Sundays, and City holidays shall be counted as days and included in calculating the Contract time. If a Contractor wants to perform work on Saturdays, Sundays, or City holidays, the Contractor shall seek approval by making a written request to City. Contractor shall be responsible for all City staff and third-party time, costs, expenses and overtime for work performed on Saturdays, Sundays, or City holidays, unless excused in writing by the City prior to the work.

### **D. Reservations by City:**

The City of Waco reserves the right to reject any and all submittals. This issuance of this solicitation does not obligate the City to contract for expressed or implied services. The City of Waco will not reimburse vendors for any costs incurred during the preparation or submittal of responses to this solicitation.

- (1) Furthermore, the City expressly reserves the right to:
  - (a) Waive any defect, irregularity, or informality in any submittal or procedure;
  - (b) Extend the solicitation closing time and date;
  - (c) Reissue this solicitation in a different form or context;
  - (d) Procure any item by other allowable means;
  - (e) Waive minor deviations from specifications, conditions, terms, or provisions of the solicitation, if it is determined that waiver of the minor deviations improves or enhances the City's business interests under the solicitation; and/or
  - (f) Extend any contract when most advantageous to the City, as set forth in this solicitation.

- (g) Retain all bids submitted and to use any ideas in a bid regardless of whether or not that bid is selected.

## V. REQUEST FOR BIDS – SUBMISSION AND AWARD PROCEDURES

### A. Requirements

- (1) Qualified vendors should submit one (1) original copy of the Pricing Form as well as one (1) electronic flash drive for the services/products sought by this solicitation and complete all of the required forms by the stated deadline.
- (2) Pricing Forms and Submission/Bid Security
  - (a) Pricing Forms.
    - 1. Bids are to be submitted with a response on each item and the total extended. More than one (1) bid may be submitted on items that meet the specifications and the other RFB requirements.
    - 2. Pricing is to be submitted on units of quantity specified on the Pricing Form with extended totals. In the event of a discrepancy in any extension total, the unit prices shall govern and be binding for purposes of this RFB.
    - 3. All prices included are to be submitted less Federal Excise and State of Texas Sales Taxes. A tax exemption certificate will be executed upon request. The City's federal tax identification number is 1-74-6002468-4.
  - (b) Security – Bid Bond. (**Applies only to Construction work**)
    - 1. Each submission must be accompanied by a **certified check** of the submitter, or a **bid bond** executed by the submitter as principal and having as surety thereon a surety company approved by the City in the amount of 5% of the submission. The Surety's Power of Attorney must accompany the bid bond. The bid bond and surety's Power of Attorney must both carry the same date which is no earlier than three (3) days prior to the scheduled bid opening date.
    - 2. Checks will be returned to all except the three lowest bidders within three days after the opening of bids. The remaining checks will be returned promptly after the City and the selected bidder have executed the contract.
    - 3. If no award has been made within ninety (90) days after the date of the opening of bids, a bidder may demand that the security submitted be returned so long as said bidder has not been notified of the acceptance of his bid.
    - 4. If the selected bidder refuses or fails to execute and deliver the contract and bonds (payment and/or performance) required within 10 days after receiving notice of the acceptance of his bid, the bid



security shall forfeit to the City as liquidated damages for such failure or refusal.

5. A Bid Bond form can be found in the Appendices.

(c) Equipment Submittals

1. Each submission should be accompanied by a complete equipment submittal for the equipment bidder proposes to use for the project.
2. Refer to project specification and drawings for submittal requirements.

**B. Completeness of Submission**

- (1) Vendors are responsible for examining and being familiar with all specifications, drawings, standard provisions, instructions, and terms and conditions of the solicitation and their responses.
- (2) The vendor must attach all required forms with each submission copy. Forms must be signed by a representative of the vendor authorized to bind the vendor contractually. The vendor must include a statement identifying any exceptions to this RFB or declare that there are no exceptions taken to the RFB.

**C. Bid Response Date and Location**

**Bids must be received at the office of Purchasing Department by 2:00 p.m. (Central Time) on January 31, 2023.**

Interested parties may submit their bids **Via Delivery Services or Personal Delivery** to:

City of Waco Purchasing Services  
Attn: Christopher Hanchard, Purchasing  
Agent 1415 North 4<sup>th</sup> Street  
Waco, Texas 76707

Interested parties may also submit their bids through **U.S. Mail** delivered to:

City of Waco Purchasing Services  
Attn: Christopher Hanchard, Purchasing  
Agent P.O. Box 2570  
Waco, Texas 76702-2570

If using U.S. Mail, note that U.S. Mail is initially received at Waco City Hall and then delivered to the office of Purchasing Services by a City courier. That delivery may occur a day or more after being received at Waco City Hall. Allow additional time in advance of the bid due date for U.S. Mail delivery. If the Purchasing Office has not received the bids by the stated deadline, the bid will be returned unopened.

All submittals shall be sent to the attention of the Purchasing Agent in a sealed envelope that is clearly marked on the outside as follows:

**“RFB 2023-003, City of Waco Convention Center  
Flooring Project”**

**Bid Opening: 2:01 p.m. (Central Time) on January 31, 2023, via  
Zoom Video Conferencing. Please see Page 2**

**Vendors accept all risk of late delivery bids regardless of instance or fault.** A bid received after the submission deadline will not be considered and will be returned unopened to the submitter. Vendors accept all risks of delivery.

The City will NOT accept a response submitted by facsimile transmission (fax) or by electronic mail (email).

All submissions and accompanying documentation will become the property of the City.

**D. Modification to or Withdrawal of Submission**

Submissions cannot be altered or amended after the submission deadline passes. Submissions may be modified prior to the deadline by providing a written notice to the Purchasing contact person at the address previously stated. To modify a submission prior to the submission deadline:

- (1) Submit a written notice of the modification **WITHOUT** revealing the bid price. The modification should provide the addition, subtraction, or other modifications so that the final prices or terms will not be revealed to the City until the sealed bid is opened.
- (2) The written modification may be submitted by electronic transmission (fax or email or personal delivery to Purchasing Agent identified earlier in this document. The written modification must be received by the City prior to the closing time.
- (3) If the modification is submitted through an electronic transmission (fax or email), the City must receive an original of the modification document signed by the bidder and submitted to a delivery company (UPS, FedEx, etc.) prior to the bid closing time. If the original of the modification was not submitted to a delivery company prior to the closing time or is not received within three (3) days after the closing time of the bid, consideration will not be given to the modifications provided in the electronic transmission.

A submission may also be withdrawn by providing the notice in person by a representative of the vendor who can provide proof of his authority to act for the vendor. The representative will be required to execute a receipt reflecting the submission is being withdrawn. If a submission is withdrawn before the submission deadline stated herein, the vendor may submit a new sealed bid provided the new bid is received prior to the closing date and time deadline stated on the cover page and in the Schedule for the Solicitation. This provision does not change the common law right of a submitter to withdraw a submission due to a material mistake in the submission.

**E. Submission Validity Period**

A submission responding to this RFB signifies the vendor's agreement that the submission, and the content thereof, are **valid for ninety (90)** days following the submission deadline unless otherwise agreed to in writing by all parties. The submission may become part of the contract that is negotiated between the City and the successful vendor.

**F. Vendor's Cost to Develop Submission**

Costs for developing and assembling submissions in response to this solicitation are entirely the responsibility and obligation of the vendor and shall not be reimbursed in any manner by the City.

**G. References**

The submission shall include a list of 5 references, at least 3 of which have obtained services or materials from the vendor in the last 24 months.

**H. Method of Award and Evaluation of Factors [x in box shows applicable]**

(1) For this solicitation, the City will award the contract to the:

Lowest responsible bidder

Bidder who provides goods or services at the best value for the City.

(2) Lowest Responsible Bidder:

(a) The contract will be awarded to the lowest responsible bidder based on the base bid plus any selected alternatives provided the amount does not exceed the funds then estimated by the City as available to finance the contract.

(b) If the contract is bid with alternatives, the City reserves the right to select any combination of alternatives and will then compare all bids using the selected alternatives. If the amount of the bids exceeds the funds available to finance the contract, the City may (i) reject all bids or (ii) may award the contract based on the base bid with such deductions as produces a net total which is available within the available funds.

(3) Best Value:

(a) In determining best value for the City, the City may consider:

1. the purchase price;
2. the reputation of the bidder and of the bidder's goods or services;
3. the quality of the bidder's goods or services;
4. the extent to which the goods or services meet the municipality's needs;
5. the bidder's past relationship with the municipality;

6. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
  7. the total long-term cost to the municipality to acquire the bidder's good or services; and
- (b) Compliance with all bid requirements, delivery and needs of the City are considerations in evaluating bids. The City of Waco reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.
- (4) During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from bidders.

**I. Contact Award and Execution**

The final contract must be awarded and approved by the Waco City Council if the amount of the contract will exceed \$50,000.00. If the contract is for less than that amount, depending on the amount, the contract may be executed by the City Manager, an Assistant City Manager, department head or director.

# **APPENDIX A**

## **Services/Products Bid Forms**

- (1) Pricing Form(s)
- (2) Sample Bid Bond Form

**BID FORM**

City of Waco  
Waco Convention Center Flooring Replacement  
Waco, Texas

To: City of Waco

From: \_\_\_\_\_ (Contractor print name here)  
I have received plans, details, and specifications for the project listed above as prepared by CP&Y, Inc. I have also received Addenda Nos. \_\_\_\_\_ and have included their provisions in my bid. I have examined the documents, existing conditions and the site and submit the following bid. In submitting the bid, I agree:

1. To hold my bid open for 90 days after Bid receiving date.
2. To enter into and execute a contract, if awarded on the basis of this bid.
3. To execute the contract, if awarded, within ten (10) calendar days after notification of award, and to commence work not later than ten (10) calendar days from date of "Notice to Proceed" from the Owner or twenty-one (21) calendar days from the notification of award, whichever is earlier.
4. To accomplish the work in accord with the Contract Documents.
5. Project duration is in calendar days until substantial completion.
6. To complete the work by the end of May 2023. If work is not completed by such time, I agree to pay to Owner as liquidated damages the sum of nine hundred fifty dollars (\$500.00) for each calendar day after such time that the work remains incomplete, calculated in accordance with the provisions of the Contract Documents. Final completion will be reached on or before twenty-one days after the Certificate of Substantial Completion is issued. If work is not completed by such time, I agree to pay to the Owner additional liquidated damages of nine hundred fifty dollars (\$500.00) per day for each calendar day after such time that Final Completion is not reached.

I will perform all the work in this project for the lump sum price of:

**BASE BID:**

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)  
Base Bid above includes cash allowances for contingency as specified.

I will add for any additional work above and beyond the scope of this contract for the cost of all jobsite labor and materials furnished plus \_\_\_\_\_ percent (\_\_\_\_\_% ) for overhead and profit. Overhead and profit includes office personnel and expenses.

I will add for any additional work above and beyond the scope of this contract performed by a subcontractor for the cost of subcontractor plus \_\_\_\_\_ percent (\_\_\_\_\_% ) for overhead and profit.

**SCHEDULE OF ALTERNATES:**

A. **DEDUCT ALTERNATE #01:** Office area as identified to receive designated carpet and black cove base. Contractor responsible for removal and replacement of furniture as required for completion of work. Owner required to disconnect all computer equipment. Coordinate removal of equipment and replacement in rooms where removed typical. For Alternate #01, DEDUCT the sum of:

1. \_\_\_\_\_ dollars (\$\_\_\_\_\_).

2. ADD\_\_\_\_\_ DEDUCT\_\_\_\_\_ calendar days to adjust the Contract Time for this alternate.

B. **DEDUCT ALTERNATE #02:** All areas on Level 1 that are scheduled to receive Carpet '6' will have those designations substituted with Carpet '1' (Ranger 1 through Ranger 5 and Texas Room 1 thru Texas Room 4). For Alternate #02, DEDUCT the sum of:

1. \_\_\_\_\_ dollars (\$\_\_\_\_\_).

2. ADD\_\_\_\_\_ DEDUCT\_\_\_\_\_ calendar days to adjust the Contract Time for this alternate.

C. **DEDUCT ALTERNATE #03:** See Alternate Flooring Design 2/A-121. For Alternate #03, DEDUCT the sum of:

1. \_\_\_\_\_ dollars (\$\_\_\_\_\_).

2. ADD\_\_\_\_\_ DEDUCT\_\_\_\_\_ calendar days to adjust the Contract Time for this alternate.

I will use the following subcontractors on this work:

	Name	Office Location	MWBE Y/N
Mechanical	_____	_____	_____
Electrical	_____	_____	_____
Plumbing	_____	_____	_____
Millwork	_____	_____	_____

Executed on \_\_\_\_\_ 2023.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

[if participant is a corporation  
complete the following:]

ATTEST:

\_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Print Name

Sole Owner, or  
Partner, or  
President of  
Corporation

(Strike through  
titled inapplicable  
to signer)

Whose address is:

\_\_\_\_\_  
Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_



**BID BOND**

**THE STATE OF TEXAS** §

**COUNTY OF \_\_\_\_\_** §

**KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_**

\_\_\_\_\_, (hereinafter called the Principal), as Principal,  
and \_\_\_\_\_,

(hereinafter called the Surety), as Surety, are bound unto the **City of Waco**, Texas, a home rule municipal corporation of McLennan County, Texas (hereinafter called Obligee) in the amount \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), which is five percent (5%) of the bid, for the payment whereof said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid to enter into a certain written Contract with Obligee for *{enter description of contract below}*

\_\_\_\_\_,  
which is scheduled to be opened on \_\_\_\_\_, 20\_\_\_\_.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the said Principal shall faithfully, enter into such written Contract, then this obligation shall be void; otherwise to remain in full force and effect.

**IT IS EXPRESSLY UNDERSTOOD AND AGREED** that if said Principal should withdraw its Bid any time after such Bid is opened and before official rejection of such Bid or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish, if required, satisfactory Performance Bond and Payment Bond, the Obligee, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such Bid, and said Surety does hereby waive notice of any such extension.

**Bid Bond – Page 2**

**PROVIDED**, further that if any legal action be filed upon this Bond, venue shall lie in McLennan County, Texas.

**IN WITNESS WHEREOF**, the said Principal and Surety do sign and seal this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

ATTEST/WITNESS:

\_\_\_\_\_  
Secretary (if corporation) / Witness  
  
(if corporation Corporate Seal)

\_\_\_\_\_  
*Name of Principal - Contractor*  
  
BY: \_\_\_\_\_  
signature  
  
Title: \_\_\_\_\_  
  
Address: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Surety Secretary  
  
(Surety Seal)

\_\_\_\_\_  
*Name of Surety*  
  
BY: \_\_\_\_\_  
Attorney-in-Fact signature

\_\_\_\_\_  
Witness to Surety  
Address: \_\_\_\_\_  
  
\_\_\_\_\_

Address: \_\_\_\_\_  
For Attorney in Fact  
  
\_\_\_\_\_

NOTE: Submit an original bid bond and a certified copy of the power of attorney along with full contact information for the Surety. Both the bid bond and the power of attorney should be **dated for the same date which is no earlier than three (3) business days prior to the scheduled bid opening**. [Count back from the day of the bid opening and do not count the bid opening day. Example: bid opening on Thursday, count back Wednesday, Tuesday, and Monday.] If the opening is delayed or rescheduled, Principal and/or Surety may be asked to provide proof that the bid bond executed is still valid.  
(11/03/2016)

# **APPENDIX B**

## **Contract Requirements**

- (1) City of Waco General Terms and Conditions
- (2) General Conditions for Construction Work
- (3) Insurance & Indemnification Requirements
- (4) Worker's Compensation
- (5) Wage Rates
- (6) Sales Tax Information
- (7) House Bill 1295 Information Sheet
- (8) Protest Procedure
- (9) Sample Contract Form
- (10) Sample Payment and Performance Bond Requirements

## **General Waco Terms and Conditions**

- (a) **Applicable Law and Venue.** This solicitation and any resulting contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract awarded pursuant to the solicitation are fully performable in McLennan County, Texas and venue for any dispute regarding contract shall be in McLennan County, Texas.
- (b) **Arbitration / Mediation.** The City of Waco will not agree to binding or mandatory arbitration or mediation.
- (c) **Conflict of Interest.** Vendor agrees to comply with the conflict of interest provisions of the Waco City Charter, Waco Code of Ordinances, and/or state law. Vendor agrees to maintain current, updated disclosure of information on file with the Purchasing Services Division throughout the term of the contract.
- (d) **Gratuities.** The City may, by written notice to the Vendor, cancel this contract without liability to the City, if it is determined by the City that gratuities have been offered to any officer or employee of the City with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations in respect to the performance of such a contract. In the event this contract is canceled by City as set forth in this paragraph, the City shall be entitled to recover from Vendor all additional costs incurred by City as a result of the cancellation.
- (e) **Unfunded Liability.** City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Vendor by City. The City will not incur a debt or obligation to pay selected bidder any amounts the City does not have the current funds available to pay, unless the contract includes a provision for the City to appropriate funding for the debt or obligation.
- (f) **Advance Payments.** The City will not make advance payments to a selected firm or any third party pursuant to this solicitation or resulting contract.
- (g) **Gift of Public Property.** The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected firm.
- (h) **Procurement Laws.** The City will not agree to any terms or conditions that cause the City to violate any federal, Texas, or local procurement laws, including its own charter.
- (i) **Limitation of Liability.** The City of Waco will not agree to an artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid in previous 3 months, etc.) or an artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event).
- (j) **Waiver.** No claim or right arising out of a breach of the contract resulting from this solicitation can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

- (k) **Right To Assurance.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, that party may request that the other party give written assurance of his intent to perform. In the event that a request is made and no assurance is given within five (5) days, the requesting party may treat this failure as an anticipatory repudiation of the contract.
- (l) **Attorney's fees; Legal Costs.** The City will not agree to pay the selected firm's attorney's fees or other legal costs under any circumstances.
- (m) **Advertising.** Vendor shall not advertise or publish, without City's prior consent, the fact that City 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.
- (n) **Arrears In Taxes.** Article VII. Taxation, Section 8, of the City of Waco Home Rule Charter states: The City shall be entitled to counterclaim and offset against any debt, claim, demand or account owed by the City to any person, firm or corporation who is in arrears to the City of Waco for taxes, in the amount of taxes so in arrears, and no assignment or transfer of such debt, claim, demand or account after the said taxes are due, shall affect the right of the City to offset the said taxes against the same.
- (o) **Tax Certification; Offset of Other Debts Against City.** Selected bidder hereby certifies that it is not delinquent in the payment of taxes owed to the City and will pay any taxes owed to the City so that such taxes will not become delinquent. If this certification is subsequently determined to be false, such false certification shall constitute grounds for termination of the contract awarded under this SOLICITATION, at the option of City. Furthermore, Selected bidder agrees the City is entitled to counterclaim and offset against any debt, claim, demand, or account owed by the City to the selected bidder, pursuant to the awarded contract, for any debt, claim, demand, or account owed to the City, including other than the taxes mentioned above. The City may withhold from payment under the awarded contract an amount equal to the total amount of debts, claims, accounts, or demands including taxes owed to the City by the selected bidder. The City may apply the amount withheld to the debts and taxes owed to the City by the selected bidder until said debts are paid in full. No assignment or transfer of such debt, claim, demand or account after the said taxes or debts are due shall affect the right of the City to offset the taxes and the debt against the same.
- (p) **Independent Contractor.** The selected bidder will be an independent contractor under the contract. Professional services provided by the selected bidder shall be by the employees or authorized subcontractors of the selected bidder and subject to supervision by the selected bidder, and not as officers, employees or agents of the City. Selected bidder will be required and agrees to comply with all state and federal employment laws as well as all other federal, state and local laws, rules and regulations affecting the performance of all obligations taken herein.
- (q) **No Joint Enterprise/Joint Venture.** It is not the intent of this solicitation or the contract to be awarded to create a joint enterprise or joint venture.
- (r) **Subcontracting Bid.** If subcontracting with another company or individual is proposed, that fact, along with providing the same information for the subcontractor that is required to be provided by the bidder under this solicitation, must be provided and clearly identified in the bid. Following the award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City.

- (s) **Assignment-Delegation.** No right or interest in the contract shall be assigned or delegation of any obligation made by Vendor without the written permission of the City. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- (t) **Modifications:** This contract can be modified or rescinded only by a written instrument signed by both of the parties or their duly authorized agents.
- (u) **Interpretation-Parol Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete agreement for dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.
- (v) **Equal Employment Opportunity:** Vendor agrees that during the performance of its contract it will:
1. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
  2. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Vendor shall be advised of any complaints filed with the City alleging that Vendor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Vendor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.
- (w) **Israel:** Vendor acknowledges that effective September 1, 2017, the City is required to comply with Section 2270.001 of the Texas Government Code, enacted by House Bill 89 (85<sup>th</sup> (R) Texas Legislature), which requires that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract. By executing this Agreement, Vendor verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

## General Conditions for Construction Work

The “City of Waco Standard Specifications for Construction” (2013 Edition), hereinafter referred to as City Standard Specifications, is incorporated herein by reference for all intents and purposes. The General Provisions of the City Standard Specifications include provisions related to the administration of the contract. If a provision of the City Standard Specifications conflicts with a provision in this solicitation, the provision in this solicitation controls. If the applicable provision is still unclear, the City Manager for the City of Waco, or his designee, will determine which provisions, specification or standard controls and his determination shall be final.

The City Standard Specifications may be obtained by accessing the City of Waco website at [www.waco-texas.com](http://www.waco-texas.com) and going to Bid Opportunities – Engineering Services.

- (a) **Permits and Fees:** All permitting fees from the City will be waived on construction projects. The contractor will still need to apply for all applicable permits. However, there will be no cost associated with issuance of City permits.
- (b) **Time of Completion and Liquidated Damages:** Completing the work described in this solicitation in a timely manner is very important to the City of Waco. Submitter must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the City and to fully complete the project within the time stated in the contract documents. As it is impracticable and extremely difficult to fix the actual damages, if any, that may proximately result from a failure by Submitter to perform the service, should Submitter fail to complete the project within the calendar days specified in the contract, Submitter agrees to pay to City, or have withheld from monies due it, the amount stated in the contract documents as liquidated damages for each calendar day of delay or nonperformance. Any sums due and payable hereunder by the Submitter shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract. Execution of a contract for this Project shall constitute agreement by the City and Submitter that said amount is the minimum value of the costs and actual damage caused by the failure of the Submitter to complete the Project within the allotted time. A sum due as liquidated damages may be deducted from payments due the Contractor if such delay occurs. Adjustments to the contract times can only be made as provided in the contract documents and any conditions or specifications referenced therein.

- (c) **Conditions of Work:** While the City is issuing a solicitation including specifications, each Submitter is still responsible for examining all of the issued documents, attending any pre-bid conference, making a site visit, and taking whatever steps are necessary to inform itself of the conditions relating to the project and the employment of labor thereon. Each Submitter must inform itself of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve the Submitter awarded this contract of its obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible, the Selected Firm, in carrying out the Project, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
- (d) **Employment Conditions/Requirements:** Submitters shall pay particular attention to the required employment conditions that must be observed and the minimum wage rates to be paid. If federal or state funds are involved in paying for the work, there may be additional requirements that must be followed to comply with the terms of the federal or state funding.
- (e) **Price Discrepancy. In the case of a discrepancy between the unit price and the extended total for a bid item, the unit price will prevail. The unit prices of bids that have been opened may not be changed for the purpose of correcting an error in the bid price.**
- (f) **Security for Faithful Performance [Payment and Performance Bonds]:** Simultaneously with his delivery of the executed contract, the Selected Firm shall furnish the required surety bonds as security for faithful performance of this contract (Performance Bond) and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract (Payment Bond), as specified in the documents included herein. For public works contracts, state law requires a Performance Bond if the contract is for an amount in excess of \$100,000.00 and a Payment Bond if the contract is for an amount in excess of \$50,000.00. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the City. The surety who signs contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
- (g) **Force Majeure:** In the event performance by the Selected Firm of its obligations under this Agreement shall be interrupted or delayed by or as a consequence of a fire, flood, severe weather, or other act of God, war, insurrection, civil disturbance, or act of state, the Selected Firm shall be excused from such performance for the period of time such occurrence shall have lasted or such period as is reasonably necessary to rebuild or take other action necessary to resume performance. The period of time reasonably necessary to rebuild or take other action necessary to resume performance shall be as determined by the agreement of the parties, which agreement shall be negotiated and arrived at in good faith. The Selected Firm shall notify the Contact Person or Contract Administrator of any matter covered above, the occurrence of which interferes or threatens to interfere with the performance of any of its obligations under the bid. Upon such notice, the Selected Firm and the City shall consult and cooperate as to measures which may be taken to overcome the interference or as to alternative measures which may be undertaken by the parties with a view to the continued performance of the bid agreement.
- (h) **Right to Assurance:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the questioning party may demand the other party give written assurance of its intent to perform. In the event that a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.



- (i) **Invoice Submittal Procedures:** If invoices are submitted or otherwise used pursuant to the bid awarded under this solicitation, the Selected Firm shall present invoices to the City in the following form and content:
1. Each invoice must reference the City of Waco contract, agreement or Purchase Order number;
  2. Only one contract, agreement, or project shall be billed on a particular invoice;
  3. Only one invoice per every thirty (30) days per contract, agreement, or project may be submitted; and
  4. Each invoice must have a billing number, which reflects in sequence the number of invoices that have been submitted on the contract, agreement, or project.

The invoice requirements stated herein shall not be read to disallow or exclude other information that may be otherwise required or requested by the City. Such information required herein must be submitted only on an invoice and not in any other non-invoice form or document.

- (j) **Termination of Contract:** Except as provided elsewhere in the contract documents:
1. The City may terminate the contract for cause for Selected Firm's failure to perform work, non-adherence to established federal, state and/or local laws, or a violation of any of the contract provisions. Upon written termination, the City may exclude the Selected Firm from the Project site and pursue any remedies available to the City.
  2. Upon ten (10) days written notice, City may terminate the contract for convenience, for any reason. In such case, the Selected Firm shall be paid, without duplication, for completed and acceptable work and expenses, including reasonable overhead and profit, and for other reasonable expenses directly attributable to the termination. In no case shall the Selected Firm be paid for anticipated profits or other consequential damages. Upon receipt of written notice, the Selected Firm shall have a duty to mitigate its termination costs and shall not incur additional costs unrelated to the costs directly related to either securing completed work or winding down the Project.
- (k) **Israel:** Vendor acknowledges that effective September 1, 2017, the City is required to comply with Section 2270.001 of the Texas Government Code, enacted by House Bill 89 (85<sup>th</sup> (R) Texas Legislature), which requires that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract. By executing this Agreement, Vendor verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

**City of Waco Insurance & Indemnification Requirements**  
**Vertical Construction with Builder's Risk (03/22/2019)**

**Insurance Requirements:**

**A contractor's financial integrity is of interest to the City. Therefore, subject to a contractor's right to maintain reasonable deductibles, a contractor shall obtain and maintain in full force and effect for the duration of the contract, and any extension hereof, at contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized to do business in the State of Texas that are rated A- or better by A.M. Best Company and/or otherwise acceptable to the City in the following types and amounts:**

Type	Amount
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000/\$1,000,000/\$1,000,000
Commercial General Liability Including: <ul style="list-style-type: none"> <li>• Premises/Operations</li> <li>• Independent Contractors</li> <li>• Products Liability/Completed Operations</li> <li>• Personal &amp; Advertising Injury</li> <li>• Broad form property damage, to include fire legal liability</li> </ul>	\$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability <ul style="list-style-type: none"> <li>a. Owned/leased vehicles</li> <li>b. Non-owned vehicles</li> <li>c. Hired vehicles</li> </ul>	\$1,000,000 per occurrence or its equivalent on a combined single limit (CSL basis).
All Risk Builder's Risk <ul style="list-style-type: none"> <li>• Including Flood and Earthquake</li> <li>• City as named insured or additional insured</li> <li>• Replacement Cost</li> </ul>	Amount of the contract or replacement value of the facility.

**Term of Policy:** With regard to any approved claims-made policy form, a contractor shall maintain and keep in force and effect said coverage during the term of this contract and for a period of seven (7) years following the expiration or completion of the contract with the City, either through an existing carrier or a carrier of comparable financial statute and reputation.

Unless otherwise agreed to in the contract documents, Builders Risk coverage can be terminated at the time that the City accepts the structure as substantially complete, unless the project is being completed in phases; then the coverage shall remain in effect until the City accepts the entire structure or structures as substantially complete.

**Modification of Insurance Requirement:** The City reserves the right to review these insurance requirements during the effective period of the contract and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk

Manager or designee, based upon changes in statutory law, court decisions, or circumstances surrounding this contract.

**Proof of Insurance Required and When to Submit:**

Examination & Approval. All insurance policies shall be subject to the examination and approval of the City for their adequacy as to form and content, form of protection, and financial status of insurance company.

When to Submit. Prior to the execution of the contract by the City of Waco and before commencement of any work under this contract, a contractor shall furnish original proof of insurance to the City's Risk Manager which is clearly labeled with the contract name and City department. The proof will include completed/current Certificate(s) of Insurance, endorsements, exclusions, and/or relevant extracts from the insurance policy, or copies of policies. Thereafter, new certificates, policy endorsements, exclusions, and/or relevant extracts from insurance policies, or policies shall be provided prior to the expiration date of any prior certificate, endorsement, or policy. No officer or employee other than the City's Risk Manager or designee shall have authority to waive this requirement.

Additional Insured. Except for Workers' Compensation and Employers' Liability, the City, its elected officials, officers, servants, agents, volunteers and employees shall be named as additional insureds. No officer or employee, other than the City Risk Manager or designee, shall have authority to waive this requirement.

Other-Insurance Endorsement -- All insurance policies are to contain or be endorsed to state that an "Other Insurance" clause shall not apply to the City where the City is an additional insured shown on the policy.

Agent Information. The certificate(s) or other proof of insurance must be completed by the broker of record and must be signed and include the agent information including the agent name, title and phone number. The proof of insurance shall be sent directly from the insurance agent to the City's Risk Management Office by U.S. Postal Service to City of Waco, ATTN: Risk Manager, P.O. Box 2570, Waco, Texas 76702-2570 or by delivery service to 1415 North 4<sup>th</sup> Street, Waco, Texas 76707. To send by email, please contact the Risk Management Office at 254-750-5730 to obtain the email address.

Precondition to Performance & Basis for Termination. The City shall have no duty to pay or perform under the contract until such certificate(s), policy endorsements, exclusions, and/or relevant extracts from the insurance policy have been delivered to and approved by the City's Risk Manager. The contractor understands that it is the contractor's sole responsibility to provide this necessary information to the City and that failure to timely comply with these insurance requirements shall be a cause for termination of a contract. If the City determines that it will deny payment, not perform, or terminate the contract because of the failure to provide certain information or documents, the City shall give the contractor notice of that determination and allow contractor fifteen (15) days to correct the deficiency.

Waiver of Subrogation. All liability policies will provide a waiver of subrogation in favor of the City.

Notice of Cancellation, Non-renewal, Material Change. The Contractor shall provide written notification to the City of the cancellation, non-renewal, or material change of any insurance required herein. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation, non-renewal, or material change, or is first aware that

the cancellation, non-renewal, or material change is threatened or otherwise may occur, whichever comes first. Contractor shall provide the City with a replacement certificate(s) of insurance, policy endorsements, exclusions, and/or relevant extracts from the insurance policy either before the cancellation, non-renewal, or material change is effective, if it knew in advance of such, or within ten (10) business days of first learning of the cancellation, non-renewal, or change if it did not learn of that such action in advance.

### **INDEMNIFICATION.**

**A CONTRACTOR EXECUTING A CONTRACT WITH THE CITY AGREES TO ASSUME FULL RESPONSIBILITY AND LIABILITY FOR THE SERVICES RENDERED PURSUANT TO THE CONTRACT AND AGREES TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, AGENTS, AND SERVANTS, OF AND FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTIONS OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, PERSONS AND ANY LOSSES FOR DAMAGES TO PROPERTY CAUSED BY OR ALLEGED TO BE CAUSED, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, EITHER DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH, THE SERVICES TO BE RENDERED HEREUNDER, WHETHER OR NOT SAID CLAIMS, DEMANDS, CAUSES OF ACTIONS ARE CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND A PARTY TO THIS AGREEMENT, OR WHETHER IT WAS CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND SOME OTHER THIRD PARTY.**

**Employee Litigation:** In any and all claims against any party indemnified hereunder by any employee (or the survivor or personal representative of such employee) of the contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work, or anyone for whose acts any of them may be liable, the indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for contractor or any such subcontractor, supplier, or other individual or entity under workers' compensation or other employee benefit acts.

## **Workers' Compensation Coverage Information**

The City of Waco, a State of Texas Governmental Entity and Municipality, is required to comply with the Texas Labor Code. Specifically **Texas Labor Code – Section**

**406.96** directs Contractors who enter into a building or construction Contract with a Municipality to certify in writing that (1) the **contractor** provides workers' compensation insurance coverage for each employee of the contractor employed on public projects, and (2) the contractor receive a certificate from each **subcontractor** showing that every employee of the subcontractor is covered by workers' compensation insurance. Texas Labor Code – Section 406.096 states:

### **Sec. 406.096. REQUIRED COVERAGE FOR CERTAIN BUILDING OR CONSTRUCTION CONTRACTORS.**

(a) A governmental entity that enters into a building or construction contract shall require the contractor to certify in writing that the contractor provides workers' compensation insurance coverage for each employee of the contractor employed on the public project.

(b) Each subcontractor on the public project shall provide such a certificate relating to coverage of the subcontractor's employees to the general contractor, who shall provide the subcontractor's certificate to the governmental entity.

(c) A contractor who has a contract that requires workers' compensation insurance coverage may provide the coverage through a group plan or other method satisfactory to the governing body of the governmental entity.

(d) The employment of a maintenance employee by an employer who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

(e) In this section:

(1) "Building or construction" includes:

(A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;

(B) remodeling, extending, repairing, or demolishing a structure; or

(C) otherwise improving real property or an appurtenance to real property through similar activities.

(2) "Governmental entity" means this state or a political subdivision of this state.

The term includes a municipality.

Acts 1993, 73rd Leg., ch. 269, Sec. 1, eff. Sept. 1, 1993.

28 Texas Administrative Code Section 110.110(c)(7) follows:

**Texas Administrative Code Title 28 Section 110.110(c)(7)** requires the following language to be contained in building and construction bid specifications and contracts:

### **Workers' Compensation Insurance Coverage**

#### **A. Definitions:**

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

*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.

*Persons providing services on the project* ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

D. 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.

E. 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 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.

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

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' 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.

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

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

(2) provide to the contractor, prior to 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:

(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 or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

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

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

## **Prevailing Wage Rates Information**

Texas Government Code Chapter 2258 requires a worker employed by a contractor or subcontractor in the execution of a contract for the public work by or on behalf of political subdivision of the state to be paid a prevailing wage rate.

Definition of “public work.” A public work to which this provision applies includes but is not limited to construction of a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. It does not apply to work done directly by a public utility company under an order of a public authority. Whether this Project is a public work shall be determined by the City, and such determination shall be provided in writing to the Contractor before the opening of bids.

Worker wage rate. Contractor agrees, covenants, and guarantees that it and its subcontractor(s) constructing this Project, if a public work, shall pay their workers, other than maintenance workers, employed on this Project:

1. not less than the general prevailing rate of per diem wages for work of a similar character performed within the geographical limits of the City; and
2. not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

"Worker employed on a public work" defined. A worker is employed on a public work for the purposes of this provision if the worker, including a laborer or mechanic, is employed by a contractor or subcontractor in the execution of a contract for a public work with the City, or any officer of the City, or the City Council of the City of Waco.

Determination of prevailing wage rate. The City Council of the City of Waco shall determine the general prevailing rate of per diem wages to be paid for each craft or type of worker needed to construct the Project by:

1. conducting a survey of the wages received by classes of workers employed on public works of a character similar to the contract work in the geographical limits of the City in which this 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.) if the survey used to determine that rate was conducted within a three-year period preceding the date the City Council of the City of Waco issues invitations for bids for this public work.

Sum certain of prevailing wage rate. The City Council shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

Wage rates incorporated in agreement and in invitation to bid. The prevailing wage rate to be paid for each craft or type of worker needed to construct the public work shall be specified in the invitation to bid for this Project and is incorporated by reference herein.



Determination final. The City Council's determination of the general prevailing rate of per diem wages is final.

Penalty. A contractor or subcontractor who violates this provision shall pay to the City sixty dollars (\$60) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the invitation to bid and this contract. The City Council shall use any money collected under this provision to offset the costs incurred in the administration of this provision. A contractor or subcontractor does not violate this provision if the City Council, in awarding the bid for this contract, does not determine the prevailing wage rates and specify the rates in the invitation to bid and in this contract.

Maintenance of wage record. Contractor agrees, covenants, and guarantees that it and its subcontractor(s) shall keep a record showing:

1. the name and occupation of each worker employed by the contractor(s) and subcontractor(s) in the construction of this public work; and
2. the actual per diem wages paid to each worker.

Inspection of wage record. The record shall be open at all reasonable hours to inspection by the officers and agents of the City.

Payment greater than prevailing rate not prohibited. This provision does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Reliance on certificate of subcontractor. The contractor awarded this bid is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Duty of City to hear complaints and withhold payment. The City Council shall:

1. take cognizance of complaints of all violations of this provision committed in the execution of the construction of this public work; and
2. withhold money forfeited or required to be withheld under this provision from the payments to the contractor(s) under the bid contract, except that the City may not withhold money from other than the final payment without a determination by the City Council that there is good cause to believe that the contractor has violated this provision.

Complaint; initial determination. The City Council shall comply with Sections 2258.023 and 2258.056, Government Code, in the initial determination of a complaint presented pursuant to this provision.

For the purposes of this Project, the general prevailing rate of per diem wages are the wage the rates set forth on the following page(s).

"General Decision Number: TX20220260 10/14/2022

Superseded General Decision Number: TX20210260

State: Texas

Construction Type: Building

County: McLennan County in Texas.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022
2	06/17/2022
3	08/05/2022
4	10/14/2022

BOIL0074-003 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 29.47	24.10

ELEC0072-002 06/01/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 29.05	3%+8.83

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 32.35	13.10

IRON0084-011 06/01/2022

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 26.76	7.88

PLUM0286-011 06/06/2022

	Rates	Fringes
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 33.15	15.37

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\* PLUM0529-002 10/01/2022

	Rates	Fringes
Plumber.....	\$ 31.00	11.84

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\* SUTX2014-036 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 18.00	0.00
CARPENTER, Excludes Drywall Hanging, and Metal Stud Installation.....	\$ 14.76 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.13 **	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 14.27 **	0.00
GLAZIER.....	\$ 20.00	0.00
HVAC MECHANIC (Installation of HVAC Unit Only).....	\$ 15.00	1.56
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 13.35 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 20.50	5.15
LABORER: Common or General.....	\$ 11.10 **	0.00
LABORER: Mason Tender - Brick...	\$ 8.00 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 9.93 **	0.00
LABORER: Pipelayer.....	\$ 12.49 **	2.13
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00

OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 13.59 **	1.60
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 16.22	0.34
OPERATOR: Forklift.....	\$ 15.00	0.00
OPERATOR: Grader/Blade.....	\$ 14.34 **	1.68
OPERATOR: Loader.....	\$ 14.01 **	0.44
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03	0.00
OPERATOR: Roller.....	\$ 13.11 **	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 13.00 **	0.00
ROOFER.....	\$ 13.75 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 19.00	5.73
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 14.62 **	0.00
TILE FINISHER.....	\$ 11.22 **	0.00
TILE SETTER.....	\$ 14.74 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.24 **	1.62
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

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WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or

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

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

#### Survey Rate Identifiers

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

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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



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

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

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

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END OF GENERAL DECISION

## TEXAS SALES TAX EXEMPTION INFORMATION

**This information is being provided to assist contractors and is therefore general in nature. It is not a substitute for advice from the contractor's attorney or accountant.**

Under the Texas Tax Code Section 151.309, the City of Waco is exempt the payment of sales tax. In addition, when the City contracts with a third party to make certain improvements to real property, purchases of materials/consumable items that are physically incorporated into that real property may also exempt from state and local sales tax. Items qualifying for this exemption must be used up entirely on a job for the City of Waco.

To claim this exemption, a contractor who has a Texas Taxpayer Number (the number on their Texas Sales and Use Tax Permit number) can complete the Texas Sales and Use Tax Resale Certificate (front side of Form 01-339) and provide it to the vendor from whom the contractor is purchasing materials and supplies for use under a contract with the City of Waco. The form is available on the Texas Comptroller website at:

<http://www.window.state.tx.us/taxinfo/taxforms/01-forms.html>

or

<http://www.window.state.tx.us/taxinfo/taxforms/01-339.pdf>

A copy of a blank form has been attached for your convenience. In completing the exemption form (01-339 front) when purchasing materials and supplies, a contractor will:

- (1) List itself (the contractor) as the purchaser and complete required information;
- (2) Fill in the name and required information about the seller;
- (3) Describe the item being purchased or attached order or invoice – the only items included must be items that will be entirely consumed or used in the project for the City of Waco – might include statement that purchase is related to contract with City of Waco, Texas, for Project {description, e.g., New Street sewer lien project};
- (4) Describe the type of business activity generally engaged in by purchaser or type of items normally sold by the purchaser

Since the City of Waco is a governmental entity, the contract or purchase order with the City provides the necessary documentation that the materials are acquired for an exempt contract [See 34 TAC §3.291(c)(1)]. However, if requested, the City of Waco will provide to the contractor awarded the contract an executed exemption certification showing that the city is exempt from sales tax (Form 01-339 back).

The state statutes and rules related to sales tax can be accessed from the Texas Comptroller website: <http://www.window.state.tx.us/taxinfo/sales/>

In addition, the Texas Comptroller's office can be contacted at 1-800-252-555 for questions about Sales and Use Taxes.

State statutes regarding sales tax can be found in Texas Tax Code Chapter 151 at:

<http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.151.htm>

Rules related to sales tax in the Texas Administrative Code can be found at:

[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac\\_view=5&ti=34&pt=1&ch=3&sch=O&rl=Y](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=5&ti=34&pt=1&ch=3&sch=O&rl=Y)

# Texas Sales and Use Tax Resale Certificate

Name of purchaser, firm or agency as shown on permit	Phone (Area code and number)
Address (Street & number, P.O. Box or Route number)	
City, State, ZIP code	
Texas Sales and Use Tax Permit Number (must contain 11 digits)	
Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico <i>(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)</i>	

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: \_\_\_\_\_

Street address: \_\_\_\_\_

City, \_\_\_\_\_ State, \_\_\_\_\_ ZIP code: \_\_\_\_\_

Description of items to be purchased on the attached order or invoice:

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

*I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

Purchaser	Title	Date
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**This certificate should be furnished to the supplier.  
Do not send the completed certificate to the Comptroller of Public Accounts.**

# Texas Sales and Use Tax Exemption Certification

*This certificate does not require a number to be valid.*

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: \_\_\_\_\_


Street address: \_\_\_\_\_ City, \_\_\_\_\_ State, \_\_\_\_\_ ZIP \_\_\_\_\_ code: \_\_\_\_\_

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

*I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

 Purchaser	Title	Date
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

**THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.**

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

**This certificate should be furnished to the supplier.**

**Do not send the completed certificate to the Comptroller of Public Accounts.**

## NOTICE OF HB 1295 DISCLOSURE

Beginning January 1, 2016, business entities entering into a contract which is approved by the Waco City Council for goods or services to be used by the City of Waco are required to complete a Certificate of Interested Parties Form 1295 on the Texas Ethics Commission website.

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 to the Texas Government Code. Beginning January 1, 2016, a business entity which:

- (1) enters into a contract which must be approved by the Waco City Council
- (2) for goods or services
- (3) to be used by the City of Waco

is required to complete a Certificate of Interested Parties Form 1295 on the Texas Ethics Commission website. **The disclosure requirement applies to a contract (including an amendment, extension or renewal) entered into on or after January 1, 2016.** Business entities required to comply include for-profit and non-profit entities.

The Texas Ethics Commission adopted rules to implement the law and adopted the Certificate of Interested Parties form (Form 1295). The Commission states that it does not have any additional authority to enforce or interpret House Bill 1295.

**Form 1295 requires disclosure of interested parties** (a) who have a controlling interest in a business entity with whom the government entity contracts or (b) who actively participate in facilitating a contract or negotiating the terms of a contract (such as a broker, advisor, or attorney for business entity) if the person receives compensation from the business entity (but is not an employee of the entity) and communicates directly with the governmental entity regarding the contract. A person has a controlling interest if the person: (1) has an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) has membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) serves as an officer of a business entity that has four or fewer officers, or serves as one of the four officers most highly compensated by a business entity that has more than four officers.

### **Filing Process:**

The Texas Ethics Commission has made the filing Form 1295 available on its website as an electronic form at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A business entity entering into a contract for goods or services with the City of Waco must use that website application to enter the required information on Form 1295 and then print a copy of the form. A certification of filing will be issued by the Commission containing a unique certification number established by the Commission. An authorized agent of the business entity must sign the printed copy of the Form and have the form notarized. The original executed and notarized Form 1295 (with certification of filing) must be filed with the City of Waco. The City is then required to notify the Commission using the Commission's website that the Form 1295 has been received by the City. The information from the completed Form 1295 will then be posted on the Commission's website. The City will retain the original of the notarized form.

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

## **Procedure to Protest Award Recommendation**

- A. If a firm or person believes it is injured as a result of an RFB, a written protest may be filed.
- B. The written protest may be delivered to the City's Purchasing Services Department ("Purchasing") in person to the department offices located at **1415 N. 4th St., Waco, Texas, 76707**, or by certified mail, return receipt requested, to the following address:

**Purchasing Services c/o City of Waco  
Post Office Box 2570  
Waco, Texas 76702-2570**

- C. The written protest must be filed no later than 5:00 p.m. on the fifth (5th) business day from the date of receipt of notification of the recommendation for the contract award.
- D. The written protest must include the following information before it may be considered:
  - 1. Name, mailing address, and business phone number of the protesting party;
  - 2. Identification of the RFB being protested;
  - 3. A precise and concise statement of the reason(s) for the protest which should provide enough factual information to enable a determination of the basis of the protest; and
  - 4. Any documentation or other evidence supporting the protest.
- E. In conjunction with the department that requested the RFB, Purchasing will attempt to resolve the protest, which may at Purchasing's discretion include meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the city manager or designee assistant city manager.
- F. If the Purchasing is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the city manager or designee assistant city manager.
- G. A request for the city manager's review must be in writing and received by the Purchasing within three (3) business days from the date the Purchasing informs the protesting party the protest cannot be resolved. The request for review must be delivered in person to the Purchasing at the address stated above or by certified mail, return receipt requested, to the mailing address stated above.
- H. If a protesting party fails or refuses to request a review by the city manager within the three (3) days, the protest is deemed finalized and no further review by the city is required.
- I. Applicable documentation and other information applying to the protest may be submitted by the protesting party to the Purchasing before review by the city manager. If the protesting party requests a review by the city manager, such documentation will be forwarded to the city manager or designee assistant city manager for consideration. The city manager or designee assistant city manager may likewise notify the protesting party or any city department to provide additional information. The decision reached by the city manager or designee assistant city manager will be final, but the protesting party may still appear before the City Council during the Hearing of the Visitors session of a City Council meeting.

## **SAMPLE CONTRACT**

A sample contract is being provided for information purposes so that the Bidder will be familiar with the possible form of the contract. The City of Waco reserves the right to revise this contract form.



## CONTRACT

**THIS CONTRACT (“the Contract”),** made this \_\_\_\_\_ day of \_\_\_\_\_,

2023, by and between **CITY OF WACO**, herein called "Owner" acting herein through its

City Manager or Assistant City Manager, and \_\_\_\_\_, of \_\_\_\_\_,  
herein called "Contractor".

**WITNESSETH:** that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction and repair work for

\_\_\_\_\_, hereinafter called the Project, for the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) and all extra work in connection therewith, and at his (its or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said Project in accordance with the Contract Documents. The Contract Documents consist of the following:

1. This Contract;
2. Permits and licenses from other agencies as may be required by law;
3. The Specifications/Plans which consist of:
  - a. Specifications prepared by the City of Waco/CP&Y, Inc.
  - b. City of Waco Standard Specifications for Construction” dated 2013, as revised by Special Provisions listed on the City of Waco website at <https://www.waco-texas.com/Departments/Public-Works/Engineering/Specifications-and-Details> Specifications”); and
  - c. City of Waco, Texas – Manual of Standard Details revised April 15, 2015, (also referred to as “Standard Plans” in the City of Waco Standard Specifications), the Special Project Provisions, and the Plans (as defined in the City of Waco Standard Specifications); and
  - d. Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges Adopted by the Texas Department of Transportation, November 1, 2014, any Texas Department of Transportation Special Provisions to Specifications and Special Specifications referenced in this project and published on TxDOT’s website, and Texas Department of Transportation Special Specifications referenced in this project and published on TxDOT’s website, as further stated in Appendix F.
4. Addenda to the RFB (if any);
5. All documents included in **RFB No. 2023-003 Waco Convention Center Flooring Project**
6. Contractor’s Bid Proposal;
7. Required bonds;
8. Reference Specifications (as defined in the City of Waco Standard Specifications);
9. Change Directives and Change Orders (as defined in the City of Waco Standard Specifications);
10. All Modifications issued after the execution of the Agreement; and
11. Any other drawings and printed or written explanatory matter.

The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the Project before **May 31, 2023** thereafter and perform the work in accordance with the Contract Documents. The Contractor further agrees to pay, as liquidated damages, the sum of **\$500.00** for each WORKING Day thereafter as provided in Section 7.8 of the General Provisions of the City of Waco Standard Specifications.

The **OWNER** agrees to pay the **CONTRACTOR** in current funds for the performance of the contract, subject to additions and deductions, as provided in Section 4 of the City of the General Provisions of the City of Waco Standard Specifications.

**IN WITNESS WHEREOF**, the parties to these presents have executed this contract, in the year and day first above mentioned.

**CITY OF WACO, TEXAS**

BY: \_\_\_\_\_  
Bradley Ford, City Manager

APPROVED AS TO FORM & LEGALITY

\_\_\_\_\_  
Breanne Daniels, Assitant City  
Attorney

APPROVED:  
(Corporate Seal)

ATTEST/WITNESS:

Corporate Secretary or  
Witness

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Note: If Contractor is a corporation, corporate secretary should attest. For other types of entities, a witness should sign.

Sample of Performance and Payment Bond Requirements

Performance Bond

Page 1

Bond No. \_\_\_\_\_

**PERFORMANCE BOND**

Required by City of Waco where contract is over \$100,000

STATE OF TEXAS  
COUNTY OF McLENNAN

**KNOW ALL BY THESE PRESENTS:** That we (1) \_\_\_\_\_  
\_\_\_\_\_, (2) a \_\_\_\_\_ of (3) \_\_\_\_\_  
hereinafter called **Principal** and (4) \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_,  
which is duly authorized to do business in the State of Texas and is hereinafter called **Surety**, are held  
and firmly bound unto City of Waco of McLennan County, Texas in the amount of \_\_\_\_\_  
\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) in lawful money of the United States, to be paid in McLennan  
County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,  
executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a  
certain contract with City of Waco dated the (5) \_\_\_\_\_ day of \_\_\_\_\_,  
A.D., 20\_\_\_\_, a copy of which is hereto attached and make a part hereof for the construction of:  
\_\_\_\_\_

- (1) Correct legal name of Contractor
- (2) A Corporation, a Partnership, Limited Liability Company or an Individual, whatever the business entity form
- (3) City and state of contractor’s office
- (4) Correct name of Surety along with city and state
- (5) Leave dates blank. City will fill in with date of City Council action.

**NOW THEREFORE**, if the Principal shall well, truly and faithfully perform the work in  
accordance with the plans, specifications and contract documents during the original term thereof, and  
any extensions thereof which may be granted by the City of Waco, with or without notice to the Surety,  
and if Principal shall fully satisfy all claims and demands incurred under such contract, and shall fully  
indemnify and save harmless the City of Waco from all costs and damages which it may suffer by  
reason of failure to do so, and shall reimburse and repay the City of Waco all outlay and expense  
which the City of Waco may incur in making good any default, then this obligation shall be void.  
Otherwise, this obligation remains in full force and effect.

For value received, Surety hereby stipulates and agrees that no change, extension of time,  
alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans,  
specifications, drawings, etc. accompanying same, with or without notice to Surety, shall in any way  
affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of  
time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

Surety's telephone number is (\_\_\_\_\_)\_\_\_\_\_. Any notice of claim shall be sent to Surety at:

Mailing address: \_\_\_\_\_

Address of surety company: \_\_\_\_\_.

IN WITNESS WHEREOF, this instrument is executed, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

NOTE: Date of Bond must NOT be prior to date of Contract or date of Council action, whichever is later.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Principal - Contractor\*

(Corporate Seal)

BY: \_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Surety

(Surety Seal)

BY: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Witness to Surety

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\*If Contractor is Partnership, all partners should execute bond. Use extra pages if necessary.

Bond No. \_\_\_\_\_

**PAYMENT BOND**

Required by City of Waco where contract is over \$50,000

**THE STATE OF TEXAS  
COUNTY OF McLENNAN**

**KNOW ALL MEN BY THESE PRESENTS:** That we (1) \_\_\_\_\_  
(2) \_\_\_\_\_ of (3) \_\_\_\_\_ hereinafter called  
Principal and (4) \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_  
\_\_\_\_\_, which is duly authorized to do business in the State of Texas and is hereinafter called Surety, are  
held and firmly bound unto THE CITY OF WACO of McLENNAN COUNTY, TEXAS, and unto all  
persons, firms, and corporations, who may furnish materials for, or perform labor upon the building or  
improvements hereinafter referred to in the amount of

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) in lawful money of the United States, to be paid in McLENNAN  
COUNTY, TEXAS, for the payment of which sum well and truly to be made, we bind ourselves,  
our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a  
certain contract with THE CITY OF WACO dated the (5) \_\_\_\_\_ day \_\_\_\_\_, A.D.,  
20 \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for \_\_\_\_\_  
\_\_\_\_\_ (herein called the "Work").

- |  |
|--|
| <ul style="list-style-type: none"> <li>(1) Correct name of Contractor</li> <li>(2) A Corporation, a Partnership, Limited Liability Company or an Individual, whatever the business entity form</li> <li>(3) City and state of contractor's office</li> <li>(4) Correct name of Surety along with city and state</li> <li>(5) Leave dates blank. City will fill in with date of City Council action.</li> </ul> |
|--|

**NOW, THEREFORE,** the condition of this obligation is such that, if the Principal shall promptly  
make payment to all payment bond beneficiaries as defined in Chapter 2253 of the Texas Government  
Code, supplying labor and materials in the prosecution of the work provided for in said Contract, then  
this obligation shall be null and void; otherwise the obligation shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time,  
alteration or addition to the terms of the Contract or to the Work to be performed under the Contract, with  
or without notice to Surety, shall in any way affect its obligation on this Bond, and it does hereby waive  
notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the  
Work to be performed under the Contract.

The Surety agrees to pay the City of Waco upon demand all loss and expense, including attorney's  
fees and court costs, incurred by the City of Waco by reason of or on account of any breach of this  
obligation by the Surety.

This bond is made for and entered into solely for the protection of all payment bond beneficiaries supplying labor and materials in the prosecution of the work provided for in said contract, and all such payment bond beneficiaries shall have a direct right of action under the bond as provided in Chapter 2253 of the Texas Government Code.

**PROVIDED FURTHER**, that no final settlement between the City of Waco and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Surety's telephone number is (\_\_\_\_\_)\_\_\_\_\_. Any notice of claim shall be sent to Surety at:

Mailing address: \_\_\_\_\_

Address of surety company: \_\_\_\_\_

**IN WITNESS WHEREOF**, this instrument is executed, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_.

**NOTE: Date of Bond must NOT be prior to date of Contract or date of Council action, whichever is later.**

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(Corporate Seal)

\_\_\_\_\_  
Witness as to Principal

Address: \_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(Surety Seal)

\_\_\_\_\_  
Witness to Surety

Address: \_\_\_\_\_

\_\_\_\_\_  
Principal - Contractor\*

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Surety

BY: \_\_\_\_\_  
Attorney-in-Fact

Address: \_\_\_\_\_

\*If Contractor is Partnership, all partners should execute bond. Use extra pages if necessary.

## **APPENDIX C**

### **Forms to Complete and Return**

- (1) Submission of Bid/Proposal and Acknowledgment of Addenda
- (2) Business Identification Form
- (3) Conflict of Interest Questionnaire (CIQ form)
- (4) Disclosure of Relationships with City Council/Officers (City Charter)
- (5) Minority/Women Owned Business
- (6) House Bill 89 Energy Form
- (7) House Bill 89 Gun Form
- (8) House Bill 89 Israel Form
- (9) Litigation Disclosure
- (10) Certification Regarding Debarment
- (11) Non-collusion Affidavit
- (12) Resident Certification
- (13) Texas Public Information Act
- (14) Drug Free Workplace



**SUBMISSION OF BID AND ACKNOWLEDGMENT OF ADDENDA RFB No. 2023-003**

**ISSUED BY CITY OF WACO, TX**

The entity identified below hereby submits its response to the above identified RFB. The entity affirms that it has examined and is familiar with all of the documents related to RFB.

**DECLARATION OF INTENT**

As per the "SUBSTITUTIONS" section of the "STANDARD INSTRUCTIONS FOR ALL BIDS" contained within these bid documents, I attest that the bid submitted is: (check one box below)

- 1. to the exact Specifications and the Terms and Conditions of the bid documents.
- 2. to the exact specifications with modifications to the Specifications and/or the Terms and Conditions as noted in the attached documentation.  
or
- 3. NOT to the exact Specifications and/or the Terms and Conditions and is therefore an alternate bid, submitted for the City's consideration, with attached justification(s) and documentation defending the alternate bid as meeting or exceeding the intent of the specifications or scope of work.

Submitter further acknowledges receipt of the following addenda:

Addendum No \_\_\_\_ issued \_\_\_\_\_

Addendum No \_\_\_\_ issued \_\_\_\_\_

Addendum No \_\_\_\_ issued \_\_\_\_\_

Addendum No \_\_\_\_ issued \_\_\_\_\_

Addendum No \_\_\_\_ issued \_\_\_\_\_

Addendum No \_\_\_\_ issued \_\_\_\_\_

Date: \_\_\_\_\_

Proposal of (entity name) \_\_\_\_\_

Signature of Person Authorized  
to Sign Submission: \_\_\_\_\_

Signor's Name and Title  
(print or type): \_\_\_\_\_

**PLEASE SIGN AND RETURN WITH BID**





### BUSINES ENTITY IDENTIFICATION

To identify the appropriate person to execute documents, please fill in this form:

Full Legal Name of Business Entity: \_\_\_\_\_

Doing Business As (assumed name): \_\_\_\_\_

Main Contact Person: \_\_\_\_\_

Registered Office Address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_ Fax#: \_\_\_\_\_

Email Address: \_\_\_\_\_ DUNS Number: \_\_\_\_\_

**Check the appropriate box to designate the type of business entity and complete the information below.**

Is entity:  Sole Proprietorship       Corporation       Professional Corporation  
 General Partnership       Limited Partnership       Limited Liability Partnership  
 Limited Liability Company       Professional Limited Liability Company  
 Other \_\_\_\_\_

Date Business Started: \_\_\_\_\_ State Where Started: \_\_\_\_\_

**If the entity was formed in another state, registration with the Texas Secretary of State may be required before transacting business in Texas. See [http://www.sos.state.tx.us/corp/foreign\\_outofstate.shtml](http://www.sos.state.tx.us/corp/foreign_outofstate.shtml)**

Publicly traded company       No       Yes – Where Traded: \_\_\_\_\_

**Depending on the type of business entity, the business will have owners, corporate officers, corporate directors, partners, managers, members, etc. Complete the information below -**

To provide information on more than one person or entity for boxes 1 to 5, please use back of page, blank page, or another copy of this form.

<b>1</b>	Name of Primary Officer, Partner, Owner, Manager, Member, Director	
<b>2</b>	Position or title with business entity	
<b>3</b>	Address <i>(if different from above)</i>	
<b>4</b>	Who is authorized to execute contracts and other documents?	
<b>5</b>	What is the title or position of the person listed in #4?	
<b>6</b>	Please provide a document (resolution, bylaw, agreement, etc.) that states the person identified in #4 has authority to execute contracts or execute affidavit.	

**In signing this form, I acknowledge that I have read the above and state that the information contained therein is true and correct.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_

## ESTABLISHING AUTHORITY TO EXECUTE CONTRACT

When an instrument is signed on behalf of a business entity, documentation must be submitted that states the person signing on behalf of the business entity has the authority to do so. That documentation may be in the form of a resolution approved by a corporate board of directors, charter provisions, by-laws, partnership agreement, etc.

If a business entity has a document authorizing one or more individuals to enter into contracts or execute any instrument in the name of the business entity that it may deem necessary for carrying on the business of the entity, a certified copy of that document may be submitted.

If the business has a document stating who can execute documents for the business (such as a corporate resolution, charter provision, corporate bylaw, etc), the certification below may be signed and that document attached to this page.

## CERTIFICATION REGARDING ATTACHED DOCUMENT

I, the undersigned person, as the *{title}* \_\_\_\_\_ of  
*{business entity}* \_\_\_\_\_, certify that the attached  
document authorizes *[name of person]* \_\_\_\_\_ to execute  
contracts and other documents on behalf of said business entity and said document has not been revoked,  
altered, or amended and is still in full force and effect.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Print Name

**Attach Document to this Form**

If a corporation does not have a document authorizing someone to execute contracts on behalf of the corporation, this resolution form may be used to establish that authority.

### RESOLUTION FOR CORPORATION

BE IT RESOLVED by the Board of Directors of \_\_\_\_\_  
(Name of Corporation)

that \_\_\_\_\_ is hereby authorized to execute a contract with the  
(Name)

City of Waco to complete/construct \_\_\_\_\_  
(Name of Project, Project No.)

\_\_\_\_\_, Secretary is authorized to attest he signature binding the corporation.

(Corporate Seal)

\_\_\_\_\_  
Corporate Name

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary of Corporation

### CERTIFICATION

I, \_\_\_\_\_, certify that the above resolution was  
(Secretary of Corporation)

adopted by the Board of Directors of \_\_\_\_\_  
(Corporation)

at a meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Secretary)

\_\_\_\_\_  
(Print Name of Secretary)

\_\_\_\_\_  
(Email Address)

If business entity has no document declaring who has authority to execute a contract on behalf of a business entity, this affidavit must be completed.

**AFFIDAVIT OF AUTHORITY TO SIGN FOR COMPANY, CORPORATION OR PARTNERSHIP**

Name of Business Entity: \_\_\_\_\_

Which is:  Corporation                       Professional Corporation                       General Partnership  
 Limited Partnership                       Limited Liability Partnership                       Limited Liability Company  
 Professional Limited Liability Company

On behalf of the above named business entity, I, the undersigned, certify and affirm that the following named person has authority to execute contracts and other documents on behalf of said business entity:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I declare under penalty of perjury that the above is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

(seal)

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



## INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE [Form CIQ]

Chapter 176 of the Texas Local Government Code requires vendors who wish to conduct business or be considered for business with a city to file a “conflict of interest questionnaire.” The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (Form CIQ).

### **Who must complete and file CIQ form?**

Every vendor doing business with the City or seeking to do business with the City must complete Box 1 and sign and date in Box 7. Whether or not a conflict exists determines the other information to include on the form.

### **Who is a vendor?**

The term “vendor” includes a partnership, corporation or other legal entities, including those performing professional services. Partnerships or corporations act through individuals, but it is the partnership or corporation that is doing business with or seeking to do business with the City.

If the vendor seeking to do business with the City is a sole proprietorship, then just the name of the person who is the vendor is needed.

### **What triggers the requirement to file the Form CIQ?**

When a vendor (or an agent of the vendor) begins (1) contract discussions or negotiations with the city or (2) submits an application, quote, response to request for proposals or bids, or anything else that could result in an agreement (contract or purchase order) with the City, Form CIQ must be completed. Whether the vendor initiates the discussion or the City initiates the discussions, Form CIQ must be completed. The monetary amount or value of the contract/purchase does not matter. The contract or purchase may involve the sale or purchase of property, goods, or services with the City of Waco

### **When does a conflict requiring disclosure exist? What has to be revealed?**

- A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with the City of Waco and the vendor:
  - (1) has an employment or other business relationship with an officer of the City of Waco, or a family member of an officer, that results in taxable income exceeding **\$2,500** during the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered; or
  - (2) has given an officer of the City of Waco, or a family member of an officer, one or more gifts with the aggregate value of more than **\$100** in the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered
  - (3) has a family relationship with an officer of the City of Waco.

### **What family relationships create a conflict?**

A “family member” is a person related to another person within the first degree by consanguinity (blood) or affinity (marriage), as described by Subchapter B, Chapter 573, Texas Government Code. The ending of a marriage by divorce or the death of a spouse ends relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives.

“Family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Texas Government Code.

### **Who are officers of the City of Waco?**

Officers are the members of the Waco City Council, the City Manager, and any agent or employee who exercises discretion in the planning, recommending, selecting, or contracting with a vendor. An agent may include engineers and architects, as well as others, who assist the City is making a decision on some contract or purchase.

### **When must a vendor file the conflict of interest questionnaire?**

No later than seven days after the date the vendor: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment or other business relationship with an officer or family member of the officer that the vendor (i) has made one or more gifts of more than \$100 or (ii) has a family relationship with.

### **How do I go about filling out the Conflict of Interest Questionnaire form?**

Section 1: Fill in the full name of the **person or company** who is trying to do business with the City. If the “person” is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ. If a sole proprietorship, then just the name of the individual is needed. If the “person” is an individual acting as an agent for some other person or a company, then it is the agent’s name. **Any time an agent is involved, two FORM CIQs must be completed and submitted:** one for the agent, and one for the person or company that the agent acted for. The agent’s FORM CIQ must note the vendor that the agent acted for.

Section 2: Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Waco or begins contract discussions or negotiations with the City.

Section 3: Insert the name of the City of Waco officer with whom there is an affiliation to or business relationship. If there is more than one City officer with whom there is an affiliation or business relationship, a separate form should be completed for each officer.

Section 4: Check the “Yes” or “No” box in Section 4 A or B.

4.A: State whether the officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.

4.B: State whether the vendor receives or is likely to receive taxable income, other than investment income, from or at the direction of the officer named on the form AND the taxable income is not received from the City.

Section 5: Describe each employment or business relationship with the local government officer named on the form.

Section 6: Check box to acknowledge gifts made that require disclosure.

Section 7. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

**A signature is required in box #4 regardless of any other entry on the form. A copy of**

**Chapter 176 of the Texas Local Government Code can be found at:**

**<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>**

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

### OFFICE USE ONLY

Date Received

This includes the vendor name even if a conflict does not exist

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

Insert name of vendor seeking to do business with the City of Waco

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Insert name of officer with whom there is business, employment or family relationship. If no conflict, insert N/A.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

Complete A-B if a conflict exist

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

Identify and describe the relationship, if applicable

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature required -- so sign and date, even if no conflict

Signature of vendor doing business with the governmental entity \_\_\_\_\_ Date \_\_\_\_\_

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a)**: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B)**:

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

### OFFICE USE ONLY

Date Received

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

**2** Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date



**DISCLOSURE OF RELATIONS WITH  
CITY COUNCIL MEMBER, OFFICER, OR EMPLOYEE OF CITY  
OF WACO**

Failure to fully and truthfully disclose the information required by this form may result in the termination of any business the City is now doing with the entity listed below and/or could impact future dealings.

1. Name of Entity/Business/Person doing business with City: \_\_\_\_\_

Is the above entity: **(Check one)**

- A corporation                       A partnership                       A sole proprietorship or an individual  
 Other (specify): \_\_\_\_\_

**Check all applicable boxes.**

2. Is any person involved as an owner, principal, or manager of name listed in #1 **related to or financially dependent** on Council member, officer, or employee of the City of Waco?

- NO -- there is no such relationship between Entity/Business/Person and the City of Waco.  
 YES, a person who is a/an                       owner,  principal, or  manager of this entity/business/person

is: **(Check all applicable boxes below)**

- related to by blood or marriage\*                      and/or  a member of the same household as  
and/or  financially dependent upon\*\*                      and/or  financially supporting\*\*  
to a City of Waco  City Council member,  officer or  employee.

\* As used here, "related to" means a spouse, child or child's spouse, and parent or parent's spouse. It also includes a former spouse if a child of that marriage is living (the marriage is considered to continue as long as a child of that marriage lives).

\*\* As used herein, "financially dependent upon" and "financially supporting" refers to situations in which monetary assistance—including for lodging, food, education, and debt payments—is provided by owner, principal or manger of #1 to Council member, officer or employee of City of Waco, or that Council member, officer or employee of City of Waco provides to owner, principal or manger of #1.

If YES, provide (a) the name of owner, principal, or manager, **and** (b) the name of the City Council member, officer or employee (include the department the City officer or employee works for, if known), **and** (c) if a relationship by marriage or by blood/kinship exists. (Use back of sheet if more space is needed)

(a) Name of owner, principal, or manager	(b) Name of Council member, officer or employee & department	(c) What is relationship or household arrangement

3. Is a current City Council member or City employee involved with the name listed in #1 as an owner, principal, manager, or employee, or employed as a contractor for name listed in #1?

- NO (no person involved/working for Entity/Business/Person is Council member, officer or employee of the City).  
 YES, a person is **(Check all applicable boxes)**

- (a) a current City of Waco                       City Council member,                       officer or                       employee,  
(b) and is                       an owner,                       a principal, or                       a manager                      of the entity/business/person listed in #1,  
**or**                       an employee or                       an independent contractor                      of the entity/business/person listed in #1.

If YES, provide the name of owner, principal, manager, employee or independent contractor who is a City Council member, officer or employee. Include the department the City officer or employee works for, if known.

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Phone #: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_



**CITY OF WACO  
PURCHASING  
MINORITY / WOMEN OWNED BUSINESS CERTIFICATION**

The City of Waco is committed to assuring that all businesses are given prompt, courteous, and equal opportunity to provide goods and services to the City. To achieve this goal, the City Council requests the minority women owned status of each vendor on the City vendor list.

**Definition:** A Disadvantaged Minority and Woman owned Business Enterprise means a business concern owned and controlled by socially and economically disadvantaged individuals. This means any business concern that (a) is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of publicly owned businesses, at least 51% of the stock which is owned by one or more socially or economically disadvantaged individuals; and (b) whose management and daily operations are controlled by one or more other socially and economically disadvantaged individuals who own it. The groups included in this program are Black Americans, Hispanic Americans, Women, Asian Pacific Americans, Service Disabled Veterans, and Native Americans

**Certification: Bidder declares a minority and/or women owned business status:**

\_\_\_\_\_ YES                      \_\_\_\_\_ NO

**If yes, check one of the blocks (indicate male or female):**

**Black M/F \_\_\_\_\_; Hispanic M/F \_\_\_\_\_; Woman \_\_\_\_\_; Asian M/F \_\_\_\_\_;**

**Native American M/F \_\_\_\_\_; Service Disabled Veteran of 20% or more M/F \_\_\_\_\_.**

**HUB certified \_\_\_\_\_ YES                      \_\_\_\_\_ NO**

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002**

**State law requires verification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.**

By signing below, Company hereby verifies the following:

1. Company does not boycott energy companies; and
2. Company will not boycott energy companies during the term of the contract.

**PRINT COMPANY NAME:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**Print Name & Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

The following definitions apply to this state statute:

(1) "Boycott energy company" means without an ordinary business purpose, 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 with a company because the company:

(A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A); and

(2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

**ATTACHMENT A**

**VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2271.002**

By signing below, Contractor hereby verifies that Section 2271.002 does not apply to this contract due to the following (check all that apply):

- Contractor is a sole proprietor; or
- Contractor has less than 10 full-time employees; or
- Contract value is for less than \$100,000.00.

**PRINT COMPANY NAME:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**Print Name & Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002**

**State law requires verification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.**

By signing below, Company hereby verifies the following:

1. Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Company will not discriminate during the term of the contract against a firearm entity or firearm trade association.

**PRINT COMPANY NAME:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**Print Name & Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

The following definitions apply to this state statute:

- (1) "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile;
- (2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit;
- (3) "Discriminate against a firearm entity or firearm trade association":
  - (A) means, with respect to the entity or association, to:
    - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
    - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
    - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
  - (B) does not include:
    - (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
    - (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
      - (aa) to comply with federal, state, or local law, policy, or regulations or a directive

by a regulatory agency; or

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases;

(5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine;

(6) "Firearm entity" means:

(A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and

(B) a sport shooting range as defined by Section 250.001, Local Government Code;

(7) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:

(A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;

(B) has two or more firearm entities as members; and

(C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

**ATTACHMENT A**

**VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002**

By signing below, Contractor hereby verifies that Section 2274.002 does not apply to this contract due to the following (check all that apply):

- Contractor is a sole proprietor; or
- Contractor has less than 10 full-time employees; or
- Contract value is for less than \$100,000.00.

**PRINT COMPANY NAME:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**Print Name & Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_



**VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2271.002**

**State law requires verification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.**

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

**PRINT COMPANY NAME:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**Print Name & Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

The following definitions apply to this state statute:

(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 organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

**ATTACHMENT A**

**VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002**

By signing below, Contractor hereby verifies that Section 2274.002 does not apply to this contract due to the following (check all that apply):

- Contractor is a sole proprietor; or
- Contractor has less than 10 full-time employees; or
- Contract value is for less than \$100,000.00.

**PRINT COMPANY NAME:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**Print Name & Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_



## LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your bid/proposal/qualifications from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes

No

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of Waco or any other Federal, State or Local Government, or Private Entity?

Yes

No

3. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of Waco or any other Federal, State or Local Government, or a Private Entity during the last ten (10) years?

Yes

No

**If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your bid/proposal/qualifications.**

**INSTRUCTIONS FOR CERTIFICATION REGARDING**  
**Certification Regarding Debarment, Suspension, Ineligibility, and**  
**Voluntary Exclusion**

1. By signing and submitting this proposal and the certification form, the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) is providing the certification set out on the following form (or reverse side) in accordance with these instructions.
2. The certifications in this clause are a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (BIDDER/PROPOSER/ SUBRECIPIENT) knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) shall provide immediate written notice to the person to whom this bid/proposal is submitted if at any time the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**CITY OF WACO**

**Purchasing Department**

Post Office Box 2570

Waco, Texas 76702-2570

254 / 750-8060

Fax: 254 / 750-8063

[www.waco-texas.com](http://www.waco-texas.com)

---

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,  
AND VOLUNTARY EXCLUSION**

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

RFB/RFP #: \_\_\_\_\_

This certification is required (or may be required) by the federal regulations implementing Executive Order 12549, Debarment and Suspension. The regulations were published as Part VII of the May 26, 1988, *Federal Register* (pages 19160-19211). For further assistance in obtaining a copy of the regulations, contact the City of Waco Purchasing Department.

**READ INSTRUCTIONS BEFORE COMPLETING CERTIFICATION**

- (1) The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.
- (2) Where the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Company

---

Name and Title of Authorized Representative

---

Signature

---

Date



**RESIDENT CERTIFICATION**

Chapter 2252 of the Texas Government Code “CONTRACTS WITH GOVERNMENTAL ENTITY, SUBCHAPTER A. NONRESIDENT BIDDERS”:

In accordance with Chapter 2252 of the Texas Government Code, a governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principle place of business is located.

- (1) "Government contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.
- (2) "Governmental entity" means a municipality, county, public school district, or special-purpose district or authority.
- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that as defined in Texas Government Code, Chapter 2252 that:

Yes, I am a Texas Resident bidder

No, I am not a Texas Resident bidder

COMPANY NAME: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**PLEASE SIGN AND RETURN WITH BID**



**TEXAS PUBLIC INFORMATION ACT**  
**Steps To Assert Information Confidential or Proprietary**

All proposals, data, and information submitted to the City of Waco are subject to release under the Texas Public Information Act (“Act”) unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

**On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.**

**Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.**

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

**In signing this form, I acknowledge that I have read the above and further state:**

The proposal/bid submitted to the City **contains NO confidential information** and may be released to the public if required under the Texas Public Information Act.

The proposal/bid submitted **contains confidential information** which is labeled and which may be found on the following pages: \_\_\_\_\_

\_\_\_\_\_

and any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_



## DRUG-FREE WORKPLACE ACT CERTIFICATION

1. Contractor certifies that he/she will provide a drug-free workplace by:
  - (a) publishing a statement notifying employees that unlawfully manufacturing, distributing, dispensing, possessing or using a controlled substance in Contractor's workplace is prohibited and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) establishing a drug-free awareness program to inform employees about:
    - (1) the dangers of drug abuse in the workplace;
    - (2) Contractor's policy of maintaining a drug-free workplace;
    - (3) any drug counseling, rehabilitation, and employee assistance programs that are available; and
    - (4) penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);
  - (d) notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract the employee will:
    - (1) abide by the terms of the statement; and
    - (2) notify City of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction;
  - (e) notifying City within ten (10) days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
  - (f) taking one of the following actions within thirty (30) days of receiving notice under subparagraph (d)(2) with respect to any employee so convicted:
    - (1) taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
  - (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of the above paragraphs.
  
2. Contractor's headquarters is located at the following address. The addresses of all other workplaces maintained by Contractor, if any, are provided on an accompanying list.

Name of Contractor: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

County: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**Print Name & Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

# APPENDIX D

## Specifications

- (1) Project Manual
- (2) Drawings - [https://file.ac/OQ8zNA3e2\\_8/](https://file.ac/OQ8zNA3e2_8/)

# PROJECT MANUAL

City of Waco  
Waco Convention Center  
Flooring Replacement

Waco, Texas

Project# CWAC2200583

January 6, 2023



200 West State Hwy 6, Suite 620  
Waco, Texas 76712

**CONTENTS**

City of Waco  
Waco Convention Center  
Flooring Replacement  
Waco, Texas

I hereby certify that the architectural specifications for this project were prepared by me, or under my direct supervision, and that I am a duly registered Architect under the laws of the State of Texas.



January 6, 2023

The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Texas Civil Statutes, Article 249A.

CP&Y, Inc.  
P. O. Box 22007  
Waco, Texas 76702  
254 772-9272

**CONTENTS**

City of Waco  
Waco Convention Center  
Flooring Replacement  
Waco, Texas

**DOCUMENTS**

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- 00 01 10 Table of Contents
- 00 01 15 List of Drawing Sheets

**SPECIFICATIONS**

**DIVISION 1 – GENERAL REQUIREMENTS**

- 01 10 00 Summary of Work
- 01 23 00 Alternates
- 01 25 00 Substitution Procedures
- 01 26 00 Contract Modification Procedures
- 01 29 00 Payment Procedures
- 01 31 00 Project Management and Coordination
- 01 32 00 Construction Progress Documentation
- 01 33 00 Submittal Procedures
- 01 42 00 References
- 01 60 00 Product Requirements
- 01 73 00 Execution Requirements
- 01 77 00 Closeout Procedures
- 01 78 39 Project Record Documents

**DIVISION 2 – EXISTING CONDITIONS**

- 02 41 19 Selective Demolition

**DIVISION 7 – THERMAL AND MOISTURE PROTECTION**

- 07 92 00 Joint Sealants

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### **DRAWING INDEX**

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CVR	Cover Sheet
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A-110	Overall First Floor – Level 1
A-111	Enlarged Plan First Floor Level 1-A
A-112	Enlarged Plan First Floor Level 1-B
A-113	Enlarged Plan First Floor Level 1-C
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A-121	Enlarged Plan Second Floor Level 2-B
A-122	Enlarged Plan Second Floor Level 2-C
A-123	Enlarged Plan Second Floor Level 2-D
A-124	Enlarged Plan Second Floor Level 2-E
A-701	Project Details

END OF SECTION

## SECTION 01 10 00

### SUMMARY

#### PART 1 GENERAL

##### 1.01 RELATED DOCUMENTS

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

##### 1.02 SUMMARY

- A. Section includes project information, access to site, coordination with occupants, specification and drawing conventions, and compliance with accessibility standards.

##### 1.03 PROJECT INFORMATION

- A. Project Identification: Waco Convention Center Flooring Replacement.
- B. Project Location: 100 Washington Avenue, Waco, Texas 76701.
- C. Owner: City of Waco.
  - 1. Owner's Representative: Brian Glade, Project Manager, (254) 750-5603, briang@wacotx.gov.
- D. Architect: CP&Y, Inc., 200 W. State Highway 6, Suite 620, Waco, Texas 76712.

##### 1.04 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of the Project is defined by the Contract Documents and consists of the following:
  - 1. Project scope consists of removing and replacing all existing carpet as indicated in the contract documents. In certain areas wall base will be replaced or refinished as called out on the construction drawings.
  - 2. Floor Level 1 consists of approximately 30,000 sq. ft. and Floor Level 2 consists of approximately 26, 750 sq. ft.
  - 3. Remove and replace existing walk off grates at certain entries as called out on the construction drawings.
  - 4. Furniture. Remove existing auditorium seats and replace after carpet installation.
- B. Type of Contract
  - 1. Project will be constructed under a single prime contract.

##### 1.05 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, the public, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
  - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations. Provide temporary bypass as needed to prevent power interruptions to existing facilities.

#### 1.06 SPECIFICATION AND DRAWING CONVENTIONS

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

#### 1.07 ACCESS FOR PERSONS WITH PHYSICAL DISABILITIES

- A. General: This project shall comply with the standards in use by all Federal, state and local agencies. This list includes but is not limited to the following:
  - 1. Americans with Disabilities Act (ADA).
  - 2. Texas Department of Licensing and Regulation – Policies and Standards Division, Elimination of Architectural Barriers (EAB): Texas Accessibility Standards (TAS).

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION



## SECTION 01 23 00

### ALTERNATES

#### PART 1 GENERAL

##### 1.01 RELATED DOCUMENTS

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

##### 1.02 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

##### 1.03 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
  - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

##### 1.04 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 SCHEDULE OF ALTERNATES

- A. DEDUCT ALTERNATE #01: Office area as identified to receive designated carpet and black cove base. Contractor responsible for removal and replacement of furniture as required for completion of work. Owner required to disconnect all computer equipment. Coordinate removal of equipment and replacement in rooms where removed typical.
- B. DEDUCT ALTERNATE #02: All areas on Level 1 that are scheduled to receive Carpet '6' will have those designations substituted with Carpet '1' (Ranger 1 through Ranger 5 and Texas Room 1 thru Texas Room 4).
- C. DEDUCT ALTERNATE #03: See Alternate Flooring Design 2/A-121.

## SECTION 01 25 00

### SUBSTITUTION PROCEDURES

#### PART 1 GENERAL

##### 1.01 RELATED DOCUMENTS

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

##### 1.02 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Section 01 21 00 "Allowances" for products selected under an allowance.
  - 2. Section 01 23 00 "Alternates" for products selected under an alternate.

##### 1.03 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 1. 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.
  - 2. 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.

##### 1.04 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use facsimile of form provided in Project Manual.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
  - 3. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
  - 4. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
  - 5. Detailed comparison of significant qualities of proposed substitutions 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.

6. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
7. Samples, where applicable or requested.
8. Certificates and qualification data, where applicable or requested.
9. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
10. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
11. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
12. Detailed comparison of Contractor's construction schedule using proposed substitutions 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.
13. Cost information, including a proposal of change, if any, in the Contract Sum.
14. 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.
15. 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.
16. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor through Construction Manager of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
  - a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

#### 1.05 QUALITY ASSURANCE

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

#### 1.06 PROCEDURES

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

## 1.07 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
  2. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  3. Substitution request is fully documented and properly submitted.
  4. Requested substitution will not adversely affect Contractor's construction schedule.
  5. Requested substitution has received necessary approvals of authorities having jurisdiction.
  6. Requested substitution is compatible with other portions of the Work.
  7. Requested substitution has been coordinated with other portions of the Work.
  8. Requested substitution provides specified warranty.
  9. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed unless otherwise indicated.
- C. Substitutions for Convenience: Architect will consider requests for substitution if received within 10 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
1. 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:
  2. 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.
  3. Requested substitution does not require extensive revisions to the Contract Documents.
  4. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  5. Substitution request is fully documented and properly submitted.
  6. Requested substitution will not adversely affect Contractor's construction schedule.
  7. Requested substitution has received necessary approvals of authorities having jurisdiction.
  8. Requested substitution is compatible with other portions of the Work.
  9. Requested substitution has been coordinated with other portions of the Work.
  10. Requested substitution provides specified warranty.

11. 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.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

## SECTION 01 26 00

### CONTRACT MODIFICATION PROCEDURES

#### PART 1 GENERAL

##### 1.01 RELATED DOCUMENTS

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

##### 1.02 SUMMARY

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

##### 1.03 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

##### 1.04 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  1. Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  2. Within 10 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
  1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 1 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

#### 1.05 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: Refer to Division 1 Section "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit Price Adjustment: Refer to Division 1 Section "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit price work.

#### 1.06 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor.

#### 1.07 CONSTRUCTION CHANGE DIRECTIVE

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

#### PART 2 PRODUCTS (NOT USED)

#### PART 3 EXECUTION (NOT USED)

END OF SECTION



**SECTION 01 29 00**  
**PAYMENT PROCEDURES**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

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

**1.02 SUMMARY**

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections:
  - 1. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Division 1 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of Contractor's construction schedule.

**1.03 DEFINITIONS**

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

**1.04 SCHEDULE OF VALUES**

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittals schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.

- e. Date of submittal.
- 2. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
  - a. Related Specification Section or Division.
  - b. Description of the 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, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
- 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of 5 percent of Contract Sum.
- 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
- 5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
- 6. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity.
- 7. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
- 8. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.05 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
  2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
- F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 48 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application. Partial waivers will not be required.
1. When an application shows completion of an item, submit final or full waivers.
  2. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  3. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  4. Submit each Application for Payment with Contractor's waiver of mechanic's lien for construction period covered by the application.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of values.
  3. Contractor's construction schedule.
  4. Products list.
  5. Submittal schedule.
  6. List of Contractor's staff assignments.
  7. List of Contractor's principal consultants.
  8. Copies of building permits.
  9. Report of preconstruction conference.

10. Certificates of insurance and insurance policies.
11. Performance and payment bonds.
12. Data needed to acquire Owner's insurance.

- I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
  
- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  6. AIA Document G707, "Consent of Surety to Final Payment."
  7. Evidence that claims have been settled.
  8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  9. Final liquidated damages settlement statement.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

## SECTION 01 31 00

### PROJECT MANAGEMENT AND COORDINATION

#### PART 1 GENERAL

##### 1.01 RELATED DOCUMENTS

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

##### 1.02 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General project coordination procedures.
  - 2. Administrative and supervisory personnel.
  - 3. Project meetings.
- B. Related Sections:
  - 1. Division 1 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
  - 2. Division 1 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 3. Division 1 Section "Closeout Procedures" for coordinating closeout of the Contract.

##### 1.03 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Contractor is to coordinate with Convention Center representative onsite to schedule specific areas of work to include demolition, installation, and downtime. Update schedule as required as work progresses.
- C. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's construction schedule.
  - 2. Preparation of the schedule of values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Preinstallation conferences.
  - 7. Startup and adjustment of systems.
  - 8. Project closeout activities.
  
- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

#### 1.04 KEY PERSONNEL

- A. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
  - 1. Post copies of list in temporary field office. Keep list current at all times.
  
- B. Supervisory Personnel: Whenever work is being performed at the project site, Contractor must have a superintendent present. Mechanical, electrical, and plumbing subcontractors must maintain the same supervisors for the duration of the project.

#### 1.05 REQUESTS FOR INFORMATION (RFIS)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  - 1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
  - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

#### 1.06 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
  - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.

3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within five days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
1. Conduct the conference to review responsibilities and personnel assignments.
  2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing and long-lead items.
    - d. Designation of key personnel and their duties.
    - e. Procedures for processing field decisions and Change Orders.
    - f. Procedures for testing and inspecting.
    - g. Procedures for processing Applications for Payment.
    - h. Distribution of the Contract Documents.
    - i. Submittal procedures.
    - j. Preparation of record documents.
    - k. Use of the premises.
    - l. Work restrictions.
    - m. Owner's occupancy requirements.
    - n. Responsibility for temporary facilities and controls.
    - o. Construction waste management and recycling.
    - p. Parking availability.
    - q. Office, work, and storage areas.
    - r. Equipment deliveries and priorities.
    - s. First aid.
    - t. Security.
    - u. Progress cleaning.
    - v. Working hours

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

## SECTION 01 32 00

### CONSTRUCTION PROGRESS DOCUMENTATION

#### PART 1 GENERAL

##### 1.01 RELATED DOCUMENTS

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

##### 1.02 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Contractor's construction schedule.
- B. Related Sections:
  - 1. Division 1 Section "Submittal Procedures" for submitting schedules and reports.
  - 2. Division 1 Section "Quality Requirements" for submitting a schedule of tests and inspections.

##### 1.03 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit all required submittals in one of the following formats, to be consistent throughout the project:
  - 1. PDF electronic file.
  - 2. Two paper copies.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
  - 1. Submit a paper or working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- C. Field Condition Reports: Submit at time of discovery of differing conditions.
- D. Special Reports: Submit at time of unusual event.

##### 1.04 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's construction schedule with the schedule of values, list of sub-contracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from entities involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.



## PART 2 PRODUCTS

### 2.01 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
  - 2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  - 3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
  - 4. Startup and Testing Time: Include not less than 15 days for startup and testing.
  - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
  - 1. Phasing: Arrange list of activities on schedule by phase.
  - 2. Work under More Than One Contract: Include a separate activity for each contract.
  - 3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
  - 4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 1 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  - 5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 1 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- E. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

- F. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

## 2.02 CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit start-up horizontal bar-chart-type construction schedule within 20 days of date established for commencement of the Work.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
  - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

## 2.03 REPORTS

- A. Monthly Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  - 1. List of subcontractors at Project site.
  - 2. Material deliveries.
  - 3. High and low temperatures and general weather conditions, including presence of rain or snow.
  - 4. Accidents.
  - 5. Meetings and significant decisions.
  - 6. Unusual events (refer to special reports).
  - 7. Stoppages, delays, shortages, and losses.
  - 8. Meter readings and similar recordings.
  - 9. Emergency procedures.
  - 10. Orders and requests of authorities having jurisdiction.
  - 11. Change Orders received and implemented.
  - 12. Construction Change Directives received and implemented.
  - 13. Services connected and disconnected.
  - 14. Equipment or system tests and startups.
  - 15. Partial completions and occupancies.
  - 16. Substantial Completions authorized.
- B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## PART 3 EXECUTION

### 3.01 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
  2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION

## SECTION 01 33 00

### SUBMITTAL PROCEDURES

#### PART 1 GENERAL

##### 1.01 RELATED DOCUMENTS

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

##### 1.02 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections:
  - 1. Division 1 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
  - 2. Division 1 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
  - 3. Division 1 Section "Closeout Procedures" for submitting warranties, project record documents, and operation and maintenance manuals.

##### 1.03 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections.
  - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
  - 2. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
    - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
  - 3. Format: Arrange the following information in a tabular format:
    - a. Scheduled date for first submittal.
    - b. Specification Section number and title.
    - c. Submittal category: Action, informational.
    - d. Name of subcontractor.
    - e. Description of the Work covered.
    - f. Scheduled date for Architect's final release or approval.

#### 1.04 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings are available from the Architect for Contractor's use in preparing submittals. **Contractor will be required to sign a release before drawings are provided.**
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  - 3. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow 10 full working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Resubmittal Review: Allow 10 full working days for review of each resubmittal.
  - 3. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 15 full working days for initial review of each submittal.
- D. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification. Electronic submissions in lieu of paper copies are encouraged.
  - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
  - 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  - 3. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Name of subcontractor.
    - f. Name of supplier.
    - g. Name of manufacturer.
    - h. Submittal number or other unique identifier, including revision identifier.
    - i. Number and title of appropriate Specification Section.

- j. Drawing number and detail references, as appropriate.
  - k. Location(s) where product is to be installed, as appropriate.
  - l. Other necessary identification.
- E. Options: Identify options requiring selection by the Architect.
- F. Deviations: Identify deviations from the Contract Documents on submittals.
- G. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- H. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
  - 1. Transmittal Form: Provide locations on form for the following information:
    - a. Project name.
    - b. Date.
    - c. Destination (To:).
    - d. Source (From:).
    - e. Names of subcontractor, manufacturer, and supplier.
    - f. Category and type of submittal.
    - g. Submittal purpose and description.
    - h. Transmittal number, numbered consecutively.
    - i. Submittal and transmittal distribution record.
    - j. Remarks.
    - k. Signature of transmitter.
  - 2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Use only final submittals that are marked with approval notation from Architect's action stamp.

## PART 2 PRODUCTS

### 2.01 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections. All submittals must either be paper copies or electronic for the entire project, at contractor's option.
  - 1. Submit electronic submittals as scaled PDF electronic files to Architect's project website.

- a. Architect will return annotated file to website for contractor to download. Annotate and retain one copy of file as an electronic Project record document file.
  2. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 1 Section "Closeout Procedures."
  3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
  4. Test and Inspection Reports Submittals: Comply with requirements specified in Division 1 Section "Quality Requirements."
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before or concurrent with Samples.
  6. Submit Product Data in the following format:
    - a. PDF electronic file or four paper copies of Product Data, unless otherwise indicated. Architect will return two copies.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data. The Architects' details are generic. Shop Drawings must be product and project specific, indicating the exact manufacturer's products to be used and the relationships of the products to each other and to the adjacent materials and construction.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Compliance with specified standards.
    - c. Notation of coordination requirements.

- d. Notation of dimensions established by field measurement.
  - e. Relationship and attachment to adjoining construction clearly indicated.
  - f. Seal and signature of professional engineer if specified.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
  3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
  5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - a. Number of Samples: Submit two sets of Samples. Architect will retain one Sample set; remainder will be returned.
      - (i) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      - (ii) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least two sets of paired units that show approximate limits of variations.



- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  - 1. Type of product. Include unique identifier for each product.
  - 2. Number and name of room or space.
  - 3. Location within room or space.
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements specified in Division 1 Section "Payment Procedures."
- H. Schedule of Values: Comply with requirements specified in Division 1 Section "Payment Procedures."
- I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- J. Coordination Drawings: Comply with requirements specified in Division 1 Section "Project Management and Coordination."
- K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- L. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.
- M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

- Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
  - R. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
  - S. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
    1. Name of evaluation organization.
    2. Date of evaluation.
    3. Time period when report is in effect.
    4. Product and manufacturers' names.
    5. Description of product.
    6. Test procedures and results.
    7. Limitations of use.
  - T. Schedule of Tests and Inspections: Comply with requirements specified in Division 1 Section "Quality Requirements."
  - U. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
  - V. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
  - W. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
  - X. Maintenance Data: Comply with requirements specified in Division 1 Section "Operation and Maintenance Data."
  - Y. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- 2.02 DELEGATED-DESIGN SERVICES
- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Docu-

ments, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

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

### PART 3 EXECUTION

#### 3.01 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 1 Section "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

#### 3.02 ARCHITECT'S ACTION

A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:

1. Final Unrestricted Release: When the Architect marks a submittal "Reviewed," the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.

2. Final-But-Restricted Release: When the Architect marks a submittal "Reviewed as Noted", the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.

3. Returned for Resubmittal: When the Architect marks a submittal "Revise and Resubmit" or "Not Approved", do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if nec-

essary to obtain different action mark. Do not use, or allow others to use, submittal not approved for release.

4. Other Action: Where a submittal is for information or record purposes or special processing or other activity, the Architect will return the submittal marked "Reviewed".
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- E. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.
- G. Submittals for the same product, when submittal review is required to be repeated because of incomplete, incorrect, or noncomplying information, will be considered excessive when greater than three and the Architect will be reimbursed as follows:
  1. The Architect will be reimbursed at their normal hourly fee rates plus any reimbursable expenses excessive submittal review. This reimbursement will be deducted from the Contractor's final payment from the Owner.

END OF SECTION

## SECTION 01 42 00

### REFERENCES

#### PART 1 GENERAL

##### 1.01 RELATED DOCUMENTS

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

##### 1.02 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.
- J. The term "experienced," when used with the term "installer," means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.
  - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding

generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.

#### 1.03 INDUSTRY STANDARDS

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

#### 1.04 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the United States."

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

## SECTION 01 60 00

### PRODUCT REQUIREMENTS

#### PART 1 GENERAL

##### 1.01 RELATED DOCUMENTS

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

##### 1.02 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Sections:
  - 1. Division 1 Section "Allowances" for products selected under an allowance.
  - 2. Division 1 Section "Alternates" for products selected under an alternate.
  - 3. Division 1 Section "References" for applicable industry standards for products specified.

##### 1.03 DEFINITIONS

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

## 1.04 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
  2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor through Construction Manager of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
    - a. Form of Approval: As specified in Division 1 Section "Submittal Procedures."
    - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.
- C. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - e. Samples, where applicable or requested.
    - f. Certificates and qualification data, where applicable or requested.
    - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
    - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
    - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
    - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the



overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.

- k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

#### 1.05 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
  - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
  - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.
- B. Contract Document Conflicts: If two or more products or requirements are indicated or specified for the same situation, the highest quality product or most restrictive requirement shall govern; refer all such instances to the Architect for the final determination.
- C. Compatibility of Materials: It is the Contractor's responsibility to ensure that noncompatible metal or corrosive substrates are isolated from each other or from other materials as needed to prevent contact.

#### 1.06 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.

2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.07 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  2. Refer to Divisions 2 through 16. Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

## PART 2 PRODUCTS

### 2.01 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  4. Where products are accompanied by the term "as selected," Architect will make selection.
  5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
  6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  3. Products:
    - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered, unless otherwise indicated.
    - b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
  4. Manufacturers:
    - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered, unless otherwise indicated.
    - b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with re-

quirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.02 COMPARABLE PRODUCTS

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

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

## PART 3 EXECUTION (NOT USED)

END OF SECTION

## SECTION 01 73 00

### EXECUTION REQUIREMENTS

#### PART 1 GENERAL

##### 1.01 RELATED DOCUMENTS

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

##### 1.02 SUMMARY

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

##### 1.03 DEFINITIONS

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

##### 1.04 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from the Architect before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
  2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
  3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in in-

creased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:

- a. Water, moisture, or vapor barriers.
  - b. Membranes and flashings.
  - c. Exterior curtain-wall construction.
  - d. Equipment supports.
  - e. Piping, ductwork, vessels, and equipment.
  - f. Noise- and vibration-control elements and systems.
4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

#### 1.05 WARRANTY

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

### PART 2 PRODUCTS

#### 2.01 MATERIALS

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

### PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
  2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
    - a. Description of the Work.
    - b. List of detrimental conditions, including substrates.
    - c. List of unacceptable installation tolerances.
    - d. Recommended corrections.
  - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  - 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.02 PREPARATION

- A. Existing Utility Information: Furnish information that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Division 1 Section "Project Management and Coordination."
- E. Surface and Substrate Preparation: Comply with manufacturer's recommendations for preparation of substrates to receive subsequent work.

### 3.03 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.

3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
  4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
  - C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
  - D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
  - E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
  - F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
  - G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
    1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
    2. Allow for building movement, including thermal expansion and contraction.
    3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
  - H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
  - I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
- 3.04 CUTTING AND PATCHING
- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
    1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.



- B. Temporary Support: Provide temporary support of work to be cut.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements of Division 1 Section "Summary."
- E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
  - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  - 6. Proceed with patching after construction operations requiring cutting are complete.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove

in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

- a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

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

### 3.05 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.

### 3.06 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  2. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Utilize containers intended for holding waste materials of type to be stored.
  3. Coordinate progress cleaning for joint-use areas where more than one installer has worked.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space. Clean construction dust from surfaces above the ceilings before ceilings are installed.

- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 1 Section "Temporary Facilities and Controls."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.07 STARTING AND ADJUSTING

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

### 3.08 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

### 3.09 CORRECTION OF THE WORK

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

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

END OF SECTION

## SECTION 01 77 00

### CLOSEOUT PROCEDURES

#### PART 1 GENERAL

##### 1.01 RELATED DOCUMENTS

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

##### 1.02 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  1. Substantial Completion procedures.
  2. Final completion procedures.
  3. Project Record Documents.
  4. Operation and Maintenance Manuals.
  5. Warranties.
  6. Instruction of Owner's personnel.
  7. Final cleaning.
- B. Related Sections:
  1. Division 1 Section "Execution Requirements" for progress cleaning of Project site.

##### 1.03 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
  1. Prepare a list of items to be completed and corrected (punch list) and **complete/correct all items before requesting inspection.**
  2. Submit documentation certifying that all materials and products incorporated into the work are asbestos-free.
  3. Advise Owner of pending insurance changeover requirements.
  4. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  5. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  6. Prepare and submit Project Record Documents, operation and maintenance manuals, property surveys, and similar final record information.
  7. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  8. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  9. Complete startup testing of systems.
  10. Submit test/adjust/balance records.

11. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
12. Advise Owner of changeover in heat and other utilities.
13. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
14. Complete final cleaning requirements, including touchup painting.
15. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for final completion.

#### 1.04 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
  2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Submit pest-control final inspection report and warranty.
  5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. If necessary, reinspection will be repeated and the Architect will be reimbursed at a rate of \$105.00 per hour for the field representative and \$150.00 per hour for the project architect for all repeated reinspections. Reimbursement will include travel expenses. This reimbursement will be deducted from the Contractor's final payment from the Owner.

## 1.05 RECORD DRAWINGS

- A. Record Prints: Maintain and submit one set of marked-up paper copies of the Contract Drawings and Shop Drawings.
1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
  2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations below first floor.
    - d. Locations and depths of underground utilities.
    - e. Revisions to routing of piping and conduits.
    - f. Revisions to electrical circuitry.
    - g. Actual equipment locations.
    - h. Duct size and routing.
    - i. Locations of concealed internal utilities.
    - j. Changes made by Change Order or Construction Change Directive.
  3. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
  4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

## 1.06 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.

- B. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

#### 1.07 OPERATION AND MAINTENANCE MANUALS

- A. Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
  - 1. Operation Data:
    - a. Emergency instructions and procedures.
    - b. System, subsystem, and equipment descriptions, including operating standards.
    - c. Operating procedures, including startup, shutdown, seasonal, and weekend operations.
    - d. Description of controls and sequence of operations.
    - e. Piping diagrams.
  - 2. Maintenance Data:
    - a. Manufacturer's information, including list of spare parts.
    - b. Name, address, and telephone number of Installer or supplier.
    - c. Maintenance procedures.
    - d. Maintenance and service schedules for preventive and routine maintenance.
    - e. Maintenance record forms.
    - f. Sources of spare parts and maintenance materials.
    - g. Copies of maintenance service agreements.
    - h. Copies of warranties and bonds.
- B. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL", Project name, and subject matter of contents.

#### 1.08 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.



- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 PRODUCTS

### 2.01 MATERIALS

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

## PART 3 EXECUTION

### 3.01 DEMONSTRATION AND TRAINING

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
- B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  - 1. Schedule training with Owner, through Architect, with at least seven days' advance notice.
- C. Include instruction for operations, adjustments, troubleshooting, maintenance and repair.

### 3.02 FINAL CLEANING

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

natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

- g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  - h. Sweep concrete floors broom clean in unoccupied spaces.
  - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
  - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
  - k. Remove labels that are not permanent.
  - l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
    - (i) Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.
  - m. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - n. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
  - o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - q. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter upon inspection.
    - (i) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report upon completion of cleaning.
  - r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
  - s. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.
- D. Construction Waste Disposal: Comply with waste disposal requirements in Division 1 Section "Temporary Facilities and Controls."

END OF SECTION

## **SECTION 01 78 39**

### **PROJECT RECORD DOCUMENTS**

#### **PART 1 GENERAL**

##### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Refer to Section 01 33 00 for submittal requirements.

##### **1.02 DESCRIPTION OF REQUIREMENTS:**

- A. Maintain at job site, in good order and marked currently to record all changes made during construction, one copy of:
  - 1. Contract drawings
  - 2. Specifications
  - 3. Addenda
  - 4. Reviewed shop drawings
  - 5. Field orders and directives
  - 6. Change orders
  - 7. Other modifications to contract
  - 8. Field test records and reports
- B. Store documents in temporary field office, apart from documents used for construction.
- C. Provide files and racks for storage of documents.
- D. Maintain documents in clean, dry, legible condition.
- E. DO NOT USE RECORD DOCUMENTS FOR CONSTRUCTION PURPOSES.
- F. Make documents available at all times for inspection by Architect and Owner.
- G. Maintain records even though no changes are made from original documents.

##### **1.03 RECORDING:**

- A. Provide colored pencils for marking, conforming to following color code:
  - 1. Red for general building work
  - 2. Blue for structural work
  - 3. Green for plumbing work
  - 4. Orange for HVAC work
  - 5. Brown for electrical work
  - 6. Black for other written notations
- B. Label each document "Project Record" in 2-inch-high printed letters.

- C. Keep record documents current. PROGRESS PAYMENTS MAY BE DELAYED UNTIL RECORD DOCUMENTS ARE BROUGHT CURRENT.
- D. Do not permanently conceal any work until required information has been recorded.
- E. Contract Drawings: Legibly mark to record actual construction of the following:
  - 1. Depths of various elements of foundation in relation to temporary bench marks.
  - 2. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
  - 3. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
  - 4. Field changes of dimension and detail.
  - 5. Changes made by change order or written directive.
  - 6. Details not on original contract drawings.
- F. Specifications and addenda: Legibly mark up each section to record.
  - 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
  - 2. Changes made by change order or written directive.
  - 3. Other matters not originally specified.

1.04 SUBMITTAL:

- A. At the end of construction and prior to final payment, submit all project record documents to Architect.
- B. Accompany submittal with transmittal letter, in duplicate, containing:
  - 1. Date
  - 2. Project title and number
  - 3. Contractor's name and address
  - 4. Title and number of each record document
  - 5. Certification that each document as submitted is complete and accurate
  - 6. Signature of contractor, or his authorized representative

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

**SECTION 02 41 19**  
**SELECTIVE DEMOLITION**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

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

**1.02 SUMMARY**

- A. Section Includes:
  - 1. Demolition and removal of selected portions of building or structure.
  - 2. Demolition and removal of selected site elements.
  - 3. Salvage of existing items to be reused or recycled.
- B. Related Requirements:
  - 1. Division 1 Section "Summary" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing requirements.
  - 2. Division 1 Section "Execution Requirements" for cutting and patching procedures.
  - 3. Division 1 Section "Alteration Project Procedures" for general protection and work procedures for alteration projects.

**1.03 DEFINITIONS**

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

**1.04 MATERIALS OWNERSHIP**

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
  - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

#### 1.05 PREINSTALLATION MEETINGS

- A. Pre-demolition Conference: Conduct conference at Project site.
  - 1. Inspect and discuss condition of construction to be selectively demolished.
  - 2. Review structural load limitations of existing structure.
  - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
  - 5. Review areas where existing construction is to remain and requires protection.

#### 1.06 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection. Indicate proposed locations and construction of barriers.
- C. Schedule of Selective Demolition Activities: Indicate the following:
  - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
  - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Use of elevator and stairs.
  - 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- D. Pre-demolition Photographs or Video: Show existing conditions of adjoining construction including finish surfaces that might be misconstrued as damage caused by demolition operations. Submit before Work begins.
- E. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- F. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

#### 1.07 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

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

#### 1.08 QUALITY ASSURANCE

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

#### 1.09 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.

#### 1.10 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties. Notify warrantor before proceeding.
- B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

### PART 2 PRODUCTS

#### 2.01 PERFORMANCE REQUIREMENTS

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

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- C. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- D. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- E. Survey of Existing Conditions: Record existing conditions by use of measured drawings preconstruction photographs or video.
  - 1. Comply with requirements specified in Section 013233 "Photographic Documentation."
  - 2. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.
  - 3. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

### 3.02 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Comply with requirements for access and protection specified in Division 1 Section "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
  - 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 1 Section "Temporary Facilities and Controls."



- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of selective demolition.

### 3.03 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
  - 1. Comply with requirements for existing services/systems interruptions specified in Division 1 Section "Summary."
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Arrange to shut off indicated utilities with utility companies.
  - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  - 3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed.

### 3.04 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

### 3.05 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
  2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
  3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations.
  5. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
  6. Maintain adequate ventilation when using cutting torches.
  7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
  9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  10. Dispose of demolished items and materials promptly.
- B. Removed and Salvaged Items:
1. Clean salvaged items.
  2. Pack or crate items after cleaning. Identify contents of containers.
  3. Store items in a secure area until delivery to Owner.
  4. Transport items to Owner's storage area designated by Owner.
  5. Protect items from damage during transport and storage.
- C. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse.
  2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  3. Protect items from damage during transport and storage.
  4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

- E. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

### 3.06 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.
- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.
- D. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight. See Division 7 Sections for new roofing requirements.

### 3.07 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

### 3.08 CLEANING

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

END OF SECTION 02 41 19

## **SECTION 07 92 00**

### **JOINT SEALANTS**

#### **PART 1 GENERAL**

##### **1.01 RELATED DOCUMENTS**

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

##### **1.02 SUMMARY**

- A. Section Includes:
  - 1. Silicone joint sealants.
  - 2. Urethane joint sealants.
  - 3. Mildew-resistant joint sealants.
  - 4. Butyl joint sealants.
  - 5. Latex joint sealants.

##### **1.03 ACTION SUBMITTALS**

- A. Product Data: For each joint-sealant product.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Joint-Sealant Schedule: Include the following information:
  - 1. Joint-sealant application, joint location, and designation.
  - 2. Joint-sealant manufacturer and product name.
  - 3. Joint-sealant formulation.
  - 4. Joint-sealant color.

##### **1.04 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For qualified testing agency.
- B. Sample Warranties: For special warranties.

##### **1.05 QUALITY ASSURANCE**

- A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

##### **1.06 FIELD CONDITIONS**

- A. Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
  - 2. When joint substrates are wet.

3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

## 1.07 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  1. Warranty Period: Five years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
  1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
  2. Disintegration of joint substrates from causes exceeding design specifications.
  3. Mechanical damage caused by individuals, tools, or other outside agents.
  4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

## PART 2 PRODUCTS

### 2.01 JOINT SEALANTS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following:
  1. Architectural sealants shall have a VOC content of 250 g/L or less.
  2. Sealants and sealant primers for nonporous substrates shall have a VOC content of 250 g/L or less.
- C. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

### 2.02 SILICONE JOINT SEALANTS

- A. Silicone, S, NS, 50, NT: Single-component, non-sag, plus 50 percent and minus 50 percent movement capability, non-traffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Use NT.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - a. Dow Corning Corporation: #795.
  - b. GE Construction Sealants; Momentive Performance Materials Inc.: Silpruf.

#### 2.03 URETHANE JOINT SEALANTS

- A. Urethane, S, NS, 35, NT: Single-component, non-sag, non-traffic-use, plus 35 percent and minus 35 percent movement capability, urethane joint sealant; ASTM C 920, Type S, Grade NS, Class 35, Use NT.
  1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. BASF Construction Chemicals - Construction Systems: Sonolastic NP-1.
- B. Urethane, S, P, 25, T: Single-component, pourable, plus 25 percent and minus 25 percent movement capability, traffic-use, urethane joint sealant; ASTM C 920, Type S, Grade P, Class 25, Use T.
  1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. BASF Construction Chemicals - Construction Systems: Sonolastic SL-1.

#### 2.04 MILDEW-RESISTANT JOINT SEALANTS

- A. Mildew-Resistant Joint Sealants: Formulated for prolonged exposure to humidity with fungicide to prevent mold and mildew growth.
- B. Silicone, Mildew Resistant, Acid Curing, S, NS, 25, NT: Mildew-resistant, single-component, non-sag, plus 25 percent and minus 25 percent movement capability, non-traffic-use, acid-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.
  1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Dow Corning Corporation.
    - b. GE Construction Sealants; Momentive Performance Materials Inc.

#### 2.05 BUTYL JOINT SEALANTS

- A. Butyl-Rubber-Based Joint Sealants: ASTM C 1311.

#### 2.06 LATEX JOINT SEALANTS

- A. Acrylic Latex: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
  1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. BASF Construction Chemicals - Construction Systems.

- b. Pecora Corporation.
- c. Sherwin-Williams Company (The).

## 2.07 JOINT-SEALANT BACKING

- A. Sealant Backing Material, General: Non-staining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

## 2.08 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.02 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant

- manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
    - a. Concrete.
    - b. Masonry.
    - c. Unglazed surfaces of ceramic tile.
  3. Remove laitance and form-release agents from concrete.
  4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    - a. Metal.
    - b. Glass.
    - c. Glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.03 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  1. Do not leave gaps between ends of sealant backings.
  2. Do not stretch, twist, puncture, or tear sealant backings.
  3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:



1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

F. Tooling of Non-sag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.

### 3.04 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

### 3.05 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

### 3.06 JOINT-SEALANT SCHEDULE

A. Joint-Sealant Application: Exterior and interior joints in horizontal traffic surfaces.

1. Joint Locations:
  - a. Isolation and contraction joints in cast-in-place concrete slabs.
  - b. Tile control and expansion joints.
  - c. Joints between different materials listed above.
  - d. Other joints as indicated on Drawings.
2. Joint Sealant: Urethane, S, P, 25, T, M, O.

B. Joint-Sealant Application: Exterior and interior joints in vertical surfaces and horizontal non-traffic surfaces.

1. Joint Locations:
  - a. Construction joints in cast-in-place concrete.
  - b. Control and expansion joints in unit masonry.
  - c. Joints between metal panels.
  - d. Joints between different materials listed above.
  - e. Perimeter joints between materials listed above and frames of doors windows and louvers.

- f. Control and expansion joints in ceilings and other overhead surfaces.
    - g. Other joints as indicated on Drawings.
  - 2. Joint Sealant: Urethane, S, NS, 35, NT.
- C. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal non-traffic surfaces.
  - 1. Joint Locations:
    - a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
    - b. Tile control and expansion joints where indicated.
    - c. Other joints as indicated on Drawings.
  - 2. Joint Sealant: Silicone, mildew resistant, acid curing, S, NS, 25, NT.
- D. Joint-Sealant Application: Concealed mastics.
  - 1. Joint Locations:
    - a. Aluminum thresholds.
    - b. Sill plates.
    - c. Other joints as indicated on Drawings.
  - 2. Joint Sealant: Butyl-rubber based.

END OF SECTION

## SECTION 09 65 13

### RESILIENT BASE AND ACCESSORIES

#### PART 1 GENERAL

##### 1.01 RELATED DOCUMENTS

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

##### 1.02 SUMMARY

- A. Section Includes:
  - 1. Resilient base.

##### 1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified, not less than 12 inches long.

##### 1.04 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Furnish not less than 10 linear feet for every 500 linear feet or fraction thereof, of each type, color, pattern, and size of resilient product installed.

##### 1.05 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 manufacturer, but not less than 50 deg F or more than 90 deg F.

##### 1.06 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 95 deg F, in spaces to receive resilient products during the following time periods:
  - 1. 48 hours before installation.
  - 2. During installation.
  - 3. 48 hours after installation.
- B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F.
- C. Install resilient products after other finishing operations, including painting, have been completed.

## PART 2 PRODUCTS

### 2.01 THERMOSET-RUBBER BASE

- A. Manufacturers: Subject to compliance with requirements, provide the following:
  - 1. Roppe Corporation, USA, color as selected from manufacturer's full range.
- B. Product Standard: ASTM F 1861, Type TS (rubber, vulcanized thermoset), Group I (solid, homogeneous). Provide manufacturer's standard cove with top-set toe, 48" cut lengths, 1/8" thick, with job formed exterior and interior corners. 4" height or as indicated.

### 2.02 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by resilient-product manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.
- C. Metal Edge Strips: Extruded aluminum with mill finish of width shown, of height required to protect exposed edges of flooring, and in maximum available lengths to minimize running joints.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
  - 1. 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.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
  - 1. Installation of resilient products indicates acceptance of surfaces and conditions.

### 3.02 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- C. Do not install resilient products until they are the same temperature as the space where they are to be installed.
  - 1. At least 48 hours in advance of installation, move resilient products and installation materials into spaces where they will be installed.

- D. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

### 3.03 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's 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 practical without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere 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. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.
- G. Job-Formed Corners:
  - 1. Outside Corners: Use straight pieces of maximum lengths possible. Form without producing discoloration (whitening) at bends.
  - 2. Inside Corners: Use straight pieces of maximum lengths possible.

### 3.04 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.
- B. Perform the following operations immediately after completing resilient-product installation:
  - 1. Remove adhesive and other blemishes from exposed surfaces.
  - 2. Sweep and vacuum horizontal surfaces thoroughly.
  - 3. Damp-mop horizontal 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.
- D. Cover resilient products subject to wear and foot traffic until Substantial Completion.

END OF SECTION

## SECTION 09 68 13

### CARPET

#### PART 1 GENERAL

##### 1.01 RELATED DOCUMENTS

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

##### 1.02 SUMMARY

- A. This Section includes the following:
  - 1. Carpet planks, carpet broadloom, and installation.
- B. Related Sections include the following:
  - 1. Division 9 Section "Resilient Base and Accessories" for resilient wall base, flooring and accessories installed with carpet.

##### 1.03 SUBMITTALS

- A. Product Data: For each type of product indicated. Include manufacturer's written data on physical characteristics, durability, and fade resistance. Include installation methods.
- B. Shop Drawings: Show the following:
  - 1. Columns, doorways, enclosing walls or partitions, built-in cabinets, and locations where cutouts are required in carpet tiles.
  - 2. Carpet type, color, and dye lot.
  - 3. Type of installation.
  - 4. Pattern of installation.
  - 5. Pattern type, location, and direction.
  - 6. Pile direction.
  - 7. Type, color, and location of edge, transition, and other accessory strips.
  - 8. Transition details to other flooring materials.
- C. Samples: For each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.
  - 1. Carpet Tile: Full-size Sample.
  - 2. Exposed Edge, Stripping and Accessory: 12-inch long Samples.
- D. Product Schedule: Use same room and product designations indicated on Drawings and in schedules.
- E. Maintenance Data: For carpet to include in maintenance manuals specified in Division 1.
  - 1. Include the following:
    - 1. Methods for maintaining carpet, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.
    - 2. Precautions for cleaning materials and methods that could be detrimental to carpet.

#### 1.04 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who is certified by the Floor Covering Installation Board or who can demonstrate compliance with its certification program requirements.
- B. Fire-Test-Response Characteristics: Provided products with the critical radian flux classification indicated in Part 2, as determined by testing identical products per ASTM E 648 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.
- C. Mockups: Before installing carpet, install mockups for each type of carpet installation required to demonstrate aesthetic effects and qualities of materials and execution. Install mockups to comply with the following requirements, using materials indicated for the completed Work:
  - 1. Install mockups in the location and of the size indicated or , if not indicated, as directed by Architect. Notify Architect seven days in advance of dates and times when mockups will be installed. Demonstrate the proposed range of aesthetic effects and workmanship.
  - 2. Obtain Architect's approval of mockups before starting work.
  - 3. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work. Remove mockups when directed.
  - 4. Approved mockups may become part of the completed Work if undamaged at time of Substantial Completion.

#### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Comply with CRI 104, Section 5, "Storage and Handling."

#### 1.06 PROJECT CONDITIONS

- A. General: Comply with CRI 104, Section 6.1, "Site Conditions; Temperature and Humidity."

#### 1.07 WARRANTY

- A. General Warranty: Special warranty specified in this Article shall not deprive Owner of other rights may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Special Carpet Warranty: Written warranty, signed by carpet manufacturer agreeing to replace carpet tile that does not comply with requirements or that fails within specified warranty period. Warranty does not include deterioration or failure of carpet tile due to unusual traffic failure of substrate, vandalism, or abuse. Failures include, but are not limited to, more than 10 percent loss of face fiber, edge raveling, snags, runs, and delamination.
  - 1. Warranty Period: Lifetime of installation.

## 1.08 EXTRA MATERIALS

- A. Furnish extra materials described below, before installation begins, that match products installed and that are package with protective covering for storage and identified with labels describing contents.
  - 1. Carpet Planks: Full-size units equal to 3 percent of amount installed for each type indicated, but not less than 10 sq. yd.

## PART 2 PRODUCTS

### 2.01 MANUFACTURER

- A. Interface 1280 West Peachtree Street NW Atlanta, GA 30309 1-800-336-0225
- B. Milliken 920 Milliken Road Spartanburg, SC 29303 1-864-503-2020

### 2.02 CARPET PLANK

- A. Carpet Products – Carpet 1
  - 1. Carpet Type: Interface WE 153 Whole Earth
  - 2. Carpet Material: Type 6 Nylon
  - 3. Thickness: 0.146in, 3.7mm
  - 4. Density: 5,425
  - 5. Color: 104441 Dove
  - 6. Backing: GlasBac
  - 7. Install Method: Ashlar
  - 8. **Nominal 10" x 40"**
- B. Carpet Products – Carpet 2
  - 1. Carpet Type: Interface WE 153 Whole Earth
  - 2. Carpet Material: Nylon
  - 3. Thickness: 0.146in, 3.7mm
  - 4. Density: 5,781
  - 5. Color: 271673-015 Custom
  - 6. Backing: GlasBac
  - 7. Install Method: Ashlar
  - 8. **Nominal 10" x 40"**
- C. Carpet Products – Carpet 3
  - 1. Carpet Type: Interface Painted Gesture
  - 2. Carpet Material: Nylon
  - 3. Thickness: 0.13in, 3.4mm
  - 4. Density: 8,597
  - 5. Color: 271673-001 Custom
  - 6. Backing: GlasBac
  - 7. Install Method: Ashlar
  - 8. **Nominal 10" x 40"**
- D. Carpet Products – Carpet 4
  - 1. Carpet Type: Interface Harmonize



2. Carpet Material: Nylon
3. Thickness: 0.11in, 2.5mm
4. Density: 5,434
5. Color: 104048 Driftwood
6. Backing: GlasBac
7. Install Method: Ashlar
8. **Nominal 10" x 40"**

- E. Carpet Products – Carpet 5
1. Carpet Type: Interface Video Spectrum
  2. Carpet Material: Nylon
  3. Thickness: 0.13in, 3.30mm
  4. Density: 6,923
  5. Color: 271673-003 Custom
  6. Backing: GlasBac
  7. Install Method: Ashlar
  8. **Nominal 10" x 40"**

### 2.03 CARPET TILE

- A. Carpet Products – Carpet 6
1. Carpet Type: Interface Well Heeled
  2. Carpet Material: Nylon
  3. Thickness: 0.083in
  4. Density: 12,145
  5. Color: 271567-004 Custom
  6. Backing: GlasBac
  7. Install Method: Non-Directional
  8. **Nominal 20" x 20"**
- B. Carpet Products – Carpet 7
1. Carpet Type: Interface Chasing Pavement
  2. Carpet Material: Nylon
  3. Thickness: 0.172
  4. Density: 7,953
  5. Color: 271567-003 Custom
  6. Backing: GlasBac
  7. Install Method: Non-Directional
  8. **Nominal 20" x 20"**
- C. Carpet Products – Carpet 8
1. Carpet Type: Milliken OBEX – CutX/Fizz
  2. Carpet Material: Nylon and Monofilament
  3. Thickness: 0.186
  4. Density: 4,684
  5. Color: FZX5-27 Grey
  6. Backing: WellBAC
  7. Install Method: Monolithic
  8. **Nominal 20" x 20"**

## 2.04 CARPET BROADLOOM

- A. Carpet Products – Carpet 3
  - 1. Carpet Type: Interface Painted Gesture
  - 2. Carpet Material: Nylon
  - 3. Thickness: 0.13in, 3.4mm
  - 4. Density: 8,597
  - 5. Color: 271673-001 Custom
  - 6. Backing: Custom
- B. Carpet Products – Carpet 4
  - 1. Carpet Type: Interface Harmonize
  - 2. Carpet Material: Nylon
  - 3. Thickness: 0.11in, 2.5mm
  - 4. Density: 5,434
  - 5. Color: 104048 Driftwood
  - 6. Backing: Custom

## 2.05 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet manufacturer.
- B. Adhesives: Water-resistant, mildew-resistant, nonstaining, pressure-sensitive type to suit products and subfloor conditions indicated, that complies with flammability requirements for installed carpet tile and is recommended by carpet manufacturer.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance. Verify that substrates and conditions are satisfactory for carpet tile installation and comply with requirements specified.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the following:
  - 1. Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials that may interfere with adhesive bond. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by carpet tile manufacturer.
  - 2. Subfloors are free of cracks, ridges, depressions, scale, and foreign deposits.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.02 PREPARATION

- A. General: Comply with CRI 104, Section 6.2, "Site Conditions; Floor Preparation," and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile installation.
- B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates.
- C. Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by carpet tile manufacturer.
- D. Broom and vacuum clean substrates to be covered immediately before installing carpet tile. After cleaning, examine substrates for moisture, alkaline salts, carbonation, or dust. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.03 INSTALLATION

- A. General: Comply with CRI 104, Section 14, "Carpet Modules (Tiles)."
- B. Installation Method: Flue-down; install every tile with releasable adhesive as recommended in writing by carpet tile manufacturer.
- C. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.
- D. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- E. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use nonpermanent, non-staining marking device.
- F. Install pattern parallel to walls and borders.
- G. Transitions between pavers and carpet tile: metal transition strip. Re: Construction Drawings.

### 3.04 CLEANING AND PROTECTION

- A. Perform the following operations immediately after installing carpet tile:
  - 1. Remove excess adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet tile manufacturer.
  - 2. Remove yarns that protrude from carpet tile surface.
  - 3. Vacuum carpet tile using commercial machine with face-beater element.
- B. Protect carpet tile to comply with CRI 104, Section 15, "Protection of Indoor Installations."

- C. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet manufacturer.

END OF SECTION