

City of Port Aransas

Project Name:

MARINA RESTROOM AND ROBERT'S POINT RESTROOM RENOVATIONS

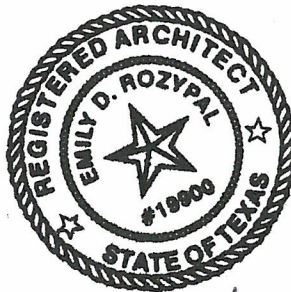
Project Location:

**301 J.C. BARR BLVD.
Port Aransas, TX 78373**

PROJECT MANUAL

EDR Project No. 23006 and 23007

April 25, 2023



A handwritten signature in cursive script, appearing to read "Emily D. Rozypal".

EDR
architects

City of Port Aransas
MARINA RESTROOM AND ROBERT'S POINT
RESTROOM RENOVATIONS
Port Aransas, TX

PROJECT ARCHITECT

EDR Architects, PLLC
P. O. Box 271613
Corpus Christi, Texas 78427
(361) 537-4400
Contact: Emily D. Rozypal, AIA

STRUCTURAL/WINDSTORM ENGINEER

REM Engineering
6800 Park Ten Blvd., Suite 239E
San Antonio, Texas 78213
(210) 320-1199
Contact: Robert Martinez, P.E.

MEP ENGINEER

NRG Engineering
5656 S. Staples, ste. 360
Corpus Christi, TX 78411
(361) 852-2727
Contact: John Rodriguez, P.E.

CIVIL ENGINEER

Urban Engineering
2725 Swantner
Corpus Christi, TX 78404
(361) 854-3101
Contact: Scott Evers P.E.

EDR Project No. 23006

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MARINA RESTROOM AND ROBERT'S POINT RESTROOM RENOVATIONS

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PROJECT INFORMATION

1.01 PROJECT IDENTIFICATION

- A. Project Name: **MARINA RESTROOM AND ROBERT'S POINT RESTROOM RENOVATIONS**, located at 301 J.C. Barr Blvd., Port Aransas, TX 78373.
- B. EDR Project Number: 23006 and 23007.
- C. The Owner, hereinafter referred to as City of Port Aransas, located at 710 W. Avenue A, Port Aransas, Texas, 78373.

1.02 INVITATION TO PROSPECTIVE BIDDERS

- A. These documents constitute an invitation to Bid to General Contractors for the construction of the project described below.
- B. **MINORITY AND WOMEN'S BUSINESS ENTERPRISES:** The City of Port Aransas is committed to developing, establishing, maintaining, and enhancing minority involvement in all the city's procurement activities. The City's goal is to have at least a 20% M/WBE participation with all procurement processes. It is The City's wish to involve qualified minority/women-owned businesses to the greatest extent feasible in the Procurement of goods, equipment, services, and construction projects. The City, its contractors, their suppliers and subcontractors, and vendors of goods, equipment services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remains the ultimate "yardstick" in contractor, subcontractor, vendor, service, professional service, and supplier utilization. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with The City of Port Aransas shall support, encourage, and implement affirmative steps toward our common goal of Establishing equal opportunity for all citizens of Port Aransas.
- C. All Contractors shall be registered with the City of Port Aransas. This can be done at City Hall and the registration fee is \$100.00.

1.03 PROJECT DESCRIPTION

- A. Summary Project Description: This includes, but is not limited to: select demolition, temporary security fencing and signs, structural repairs, MEP replacements, New Finishes, Painting, etc.
- B. Alternate bids: No Alternate Bids.
- C. Substitutions: There shall be no Substitutions allowed.

1.04 PROJECT ARCHITECT

- A. The Architect, hereinafter referred to as EDR Architects, PLLC: Emily Rozypal, A.I.A.
 - 1. Address: PO Box 271613
 - 2. City, State, Zip: Corpus Christi, Texas 78427.
 - 3. Phone: (361) 537-4400.
 - 4. E-mail: erozypal@edrarchitects.com

1.05 PROCUREMENT TIMETABLE

- A. Pre-Bid Conference: **Tuesday, May 23, 2023, 10:00 a.m.** local time at 301 J.C. Barr Blvd., Port Aransas, TX 78373.
- B. Pre-Bid Site Tour: Immediately following the Pre-Bid Conference: **Tuesday, May 23, 2023** located at 301 J.C. Barr Blvd., Port Aransas, TX 78373.
- C. SUBSTITUTIONS: There shall be no substitutions/alternate bids allowed.
- D. Last Request for Information Due: **Wednesday, May 24, 2023, 11:00 a.m.** local time.
- E. Contractor's Statement of Qualifications Due with Sealed Bid: **Tuesday, May 30, 2023, before 2:00 p.m.** local time.
- F. Bid Due Date: **Tuesday, May 30, 2023, before 2:00 p.m.** local time.
- G. Bid Opening: **Tuesday, May 30, 2023, before 2:00 p.m.** local time.
- H. Tentative Award of Bid: within 7-10 Days of Bid Due Date.
- I. Notice to Proceed: within 7-10 days of Contract execution.
- J. Commence Work: within 7-10 days after written Notice to Proceed.
- K. Bids May Not Be Withdrawn Until: 90 days after due date.
- L. Required Substantial Completion Date: Not later than the number of calendar days indicated by the Bidder, as indicated in Bid Form.
- M. Liquidated Damages: The Bidder further agrees to pay as Liquidated Damages the sum of Five Hundred Dollars (\$500.00) for each calendar day that the work is incomplete after the expiration of the calendar days specified and any extended days allowed by the Owner's Representative in accordance with the Specifications not as a penalty, but as liquidated damages and added expense for supervision and delay in obtaining the use of the work.
- N. City of Port Aransas reserves the right to change the schedule or terminate the entire procurement process at any time.

1.06 PROCUREMENT DOCUMENTS

- A. Availability of Documents:
 - 1. Complete set of electronic PDF documents may be obtained by contacting EDR Architects, via email, at erozypal@edrarchitects.com. Documents may be reproduced at the expense of the user.
 - 2. On-line at www.cityofportaransas.org. Documents may be reproduced at the expense of the user.
 - 3. City Hall, located at 710 W. Avenue A, Port Aransas, TX 78373.

1.07 BID SECURITY/GUARANTY

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. The Bid must be accompanied by a Bid guaranty that shall not be less than five percent (5%) of the amount of the Bid. At the option of the Bidder, guaranty may be a certified check, bank draft, negotiable U. S. Government Bonds (at par value) or a Bid Bond in the form attached. The Bid Bond shall be secured by a guaranty

or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the City of Port Aransas. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents. Certified check or bank drafts, or the amounts thereof, Bid Bonds, and negotiable U.S. Government Bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

1.08 CONTRACT DOCUMENT FORMAT

- A. Contract Documents between Owner and Contractor shall be the most current AIA Contract Document A-Series Format including, but not limited to:
 - a. AIA 101 – 2019 Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum.
 - b. AIA 201 – 2019 General Conditions of the Contract for Construction.

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INSTRUCTIONS TO BIDDERS

1.1 OWNER

- A. The "Owner", hereinafter referred to as City of Port Aransas.
 - 1. Address: 710 W. Avenue A,
 - 2. City, State, Zip: Port Aransas, Texas, 78373.

1.2 PROJECT ARCHITECT

- A. The "Architect", hereinafter referred to as EDR Architects, PLLC. Emily Rozypal, A.I.A.
 - 1. Address: PO Box 271613
 - 2. City, State, Zip: Corpus Christi, Texas 78427.
 - 3. Phone: (361) 537-4400.
 - 4. E-mail: erozypal@edrarchitects.com

1.3 OBTAINING DOCUMENTS AND ELECTRONIC (PDF) COPIES OF BID DOCUMENTS

- A. Bid Documents Availability (Documents may be reproduced at the expense of the user):
 - 1. Complete set of digital (PDF) documents may be obtained by contacting EDR Architects, via email, at erozypal@edrarchitects.com.
 - 2. On-line at www.cityofportaransas.org.
 - 3. City Hall, located at 710 W. Avenue A, Port Aransas, TX 78373.
- B. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes. Documents may be reproduced as needed; however; bidders are responsible for being fully aware of all the published documents.
- C. General Contract bidders are advised to include an amount in their bids for reproduction of documents to the extent that they deem appropriate for both bidding and construction.

1.4 ACCEPTANCE/REJECTION OF OFFER

- A. **REJECTION OF BIDS:** The Owner reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the Improvements embraced in this project.
- B. **AWARD:** The Contract will be awarded to the responsible Bidder submitting the lowest and/or best bid complying with the Contract Documents. The Owner reserves the right to accept or reject any or all bids if it is deemed to be in the best interest of the Owner. Further the Owner reserves the right to reject any bid because of irregularity or to waive such irregularity or such action as in the Owner's interest.

1.5 BIDDING DOCUMENTS

- A. Bidding documents include the Instructions to Bidders, the Notice to Bidders and proposed Contract Documents, including any Addenda issued prior to receipt of bids.

1.6 INSPECTION OF SITE

- A. Each Bidder shall visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder shall thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Owner will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

1.7 CLARIFICATIONS/ INTERPRETATIONS/ ADDENDA/ ALTERNATE BIDS/ SUBSTITUTIONS

- A. No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Architect, via email, to erozypal@edrarchitects.com. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Architect. In addition, all Addenda will be emailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all bidders shall be bound by such Addenda, whether or not received by the Bidders. A pre-bid conference will be held.
- B. Last Request for Clarifications/Interpretations, etc. is Due: **Wednesday, May 24, 2023, 11:00 a.m.** local time.
- C. Alternate bids: No Alternate Bids.
- D. Substitutions: No substitutions allowed.

1.8 STATEMENT OF BIDDER'S QUALIFICATIONS

- A. Each Bidder shall submit for that purpose a statement of the Bidder's qualifications, his experience record in constructing the type of improvements in this project, and his organization and equipment available for the work contemplated; and when specifically requested by the Owner, a detailed financial statement. The Owner shall

have the right to take such steps as he deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Owner such information and data for this purpose as it may request. The right is reserved to reject any bid where the investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the Contract.

1.9 SUBMISSION OF BIDS/ BID PACKAGE

- A. The following items shall be submitted in the Bid Package:
 - 1. Bid Proposal
 - 2. Bid Guaranty
 - 3. Statement of Qualifications/SOQ Questionnaire
- B. The above listed items shall be enclosed in envelopes, outer and inner, both of which shall be sealed and clearly labeled with the words:

**“SEALED BID – MARINA RESTROOM AND ROBERT’S POINT RESTROOM
RENOVATIONS”**

City of Port Aransas

Name of Bidder

Date and Time of Bid Opening

(date and time of bid opening is required in order to guard against premature opening of the Bid.)

- C. The Owner may consider as Irregular any Bid on which there is an alternate or departure from the Bid Form hereto attached, and at its option may reject the same.

1.10 WITHDRAWAL OF BIDS

- A. A Bid may be withdrawn on written request, via email, to erozypal@edrarchitects.com. Withdrawal of bid must be received prior to the time of Bid Opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing Conditions will be returned promptly.

1.11 OPENING OF BIDS

- A. At the time and place fixed for the opening of Bids, the Owner will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

1.12 TERMINATION OF BID

- A. The submission of a bid by a Contractor or Supplier shall constitute an offer by the Contractor or Supplier to enter into contract with the Owner to provide the work describe herein, such offer being binding until ninety (90) days after bid opening.

1.13 BID GUARANTY/BONDS REQUIRED

- A. **BID GUARANTY:** The Bid must be accompanied by a Bid guaranty that shall not be less than five percent (5%) of the amount of the Bid. At the option of the Bidder, guaranty may be a certified check, bank draft, negotiable U. S. Government Bonds (at par value) or a Bid Bond in the form attached. The Bid Bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the City of Port Aransas. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents. Certified check or bank drafts, or the amounts thereof, Bid Bonds, and negotiable U.S. Government Bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.
- B. **BONDS:** Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified, furnish surety bonds in a penal sum not less than the amount of the contract and for the payment of all persons, firms or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including the work. Such bonds shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bonds. These bonds shall be signed by a guaranty or surety company listed in the latest issue of the U. S. Treasury Circular 570 and the penal sum be within the maximum specified for such company in said Circular 570.

1.14 WAGE RATES

- A. All Contractors and Sub-contractors employed upon the work shall be required to conform to the Labor Law of the State of Texas and the various Acts Amendatory and Supplementary thereto; and all other laws, ordinances and legal requirements applicable thereto. Not less than the general prevailing rate per diem wages must be paid to all laborers, workmen, and mechanics directly employed on the work covered by this contract. The Contractor must abide by the Wage and Hour Laws of the State of Texas, and must pay not less than the legally prescribed rate for Nueces County.

1.15 SALES TAX

- A. The Owner is exempt from payment of the State of Texas sales tax on the purchase of materials which are incorporated into this project. The Contractor will be required to provide a separated cost breakdown of all labor and materials to meet any requirements of the State of Texas Comptroller's office for classification of this contract as a "separated contract". The Owner will provide to the Contractor an exemption certificate for exemption of state and local sales taxes. The Contractor will be fully responsible for assurance of compliance with state sales tax laws. No additional payment will be made by the Owner if any Contractor, Supplier or Sub-contractor fails to meet compliance standards.

1.16 PRE-BID CONFERENCE

See the Notice to Bidders for information on a Pre-Bid Conference for General Contractors and Subcontractors and Suppliers. All General Contractors, Sub-Contractors and Suppliers are invited to attend and ask questions about the requirements of the Project. Attendance is not mandatory but is highly recommended.

1.17 VENUE

- A. The venue for filing any liens, litigation or other legal documents for this contract shall be Nueces County, Texas.

1.18 CONTRATOR REGISTRATION AND BUILDING PERMITS

- A. All Contractors shall be registered with the City of Port Aransas. This can be done at City Hall and the registration fee is \$100.00.
- B. The Contractor is responsible for pulling all required building permits. The City of Port Aransas will waive the City Permitting Fees.

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"General Decision Number: TX20230288 01/06/2023

Superseded General Decision Number: TX20220288

State: Texas

Construction Type: Building

Counties: Aransas, Nueces and San Patricio Counties 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:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 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 2023.
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:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 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 2023.

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/06/2023

BOIL0074-003 01/01/2021

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

ELEC0278-002 08/28/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 27.00	8.76

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

SUTX2014-068 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 20.04	0.00
CARPENTER.....	\$ 15.21 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.33 **	0.00
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 12.27 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.16	5.26
LABORER: Common or General.....	\$ 9.68 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.36 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.58 **	0.00
LABORER: Pipelayer.....	\$ 12.49 **	2.13
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.25 **	0.00
OPERATOR: Bobcat/Skid		

Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 16.22	0.34
OPERATOR: Forklift.....	\$ 14.83 **	0.00
OPERATOR: Grader/Blade.....	\$ 13.37 **	0.00
OPERATOR: Loader.....	\$ 13.55 **	0.94
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03 **	0.00
OPERATOR: Roller.....	\$ 12.70 **	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 14.45 **	0.00
PIPEFITTER.....	\$ 25.80	8.55
PLUMBER.....	\$ 25.64	8.16
ROOFER.....	\$ 13.75 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 21.13	6.53
TILE FINISHER.....	\$ 11.22 **	0.00
TILE SETTER.....	\$ 14.74 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$16.20) or 13658
(\$12.15). 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)).

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.

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.

=====

END OF GENERAL DECISIO"

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

- A. City of Port Aransas
City Secretary's office
710 W. Avenue A
Port Aransas, Texas, 78373

1.02 FOR:

- A. Project Name: **"SEALED BID – MARINA RESTROOM AND ROBERT'S POINT RESTROOM RENOVATIONS"**.
B. Project Address: 301 J.C. Barr Blvd., Port Aransas, TX 78373

1.03 BID DATE: _____

1.04 SUBMITTED BY: (Bidder to enter name and address)

A. Bidder's Full Name:

1. Bidder's Full Address:

2. City, State, Zip

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Contract Documents prepared by the Architect for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

B. _____ dollars

(\$ _____), in lawful money of the United States of America.

- C. This Project is Tax Exempt.
D. Overhead and profit shall include (but not be limited to) the following: Supervision, Insurance, Bonds, Workman's Comp, Mark-up, Job-site and Office Overhead, Coordination, Submittals and any other related expenses.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for ninety (90) days from the bid closing date.
B. If this bid is accepted by the City of Port Aransas within the time period stated above, we will:
1. Execute the Agreement within 7-10 days of receipt of Notice of Award.

2. Furnish the required bonds within 7-10 days of receipt of Notice of Award.
3. Commence work within 7-10 days after written Notice to Proceed of this bid.

1.07 CONTRACT TIME

A. If this Bid is accepted, we will:

1. Complete the Work within _____ calendar days.

1.08 LIQUIDATED DAMAGES

- A. The Bidder further agrees to pay as Liquidated Damages the sum of Five Hundred Dollars (\$500.00) for each calendar day that the work is incomplete after the expiration of the calendar days specified and any extended days allowed by the Owner's Representative in accordance with the Specifications not as a penalty, but as liquidated damages and added expense for supervision and delay in obtaining the use of the work.

1.09 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. _____ percent overhead and profit on the net cost of our own Work;
 2. _____ percent on the cost of work done by any Subcontractor.
- A. On work deleted from the Contract, our credit to the City of Port Aransas shall be Architect-approved net cost plus _____ of the overhead and profit percentage noted above.

1.10 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum # _____ Dated _____.
2. Addendum # _____ Dated _____.
3. Addendum # _____ Dated _____.
4. Addendum # _____ Dated _____.
5. Addendum # _____ Dated _____.

1.11 BID FORM SUPPLEMENTS

- A. We agree to submit the following Supplements to Bid Forms within 24 hours of request for Supplements, for additional bid information, if requested from Architect or Owner:
1. Subcontractors List: Include the names of all Subcontractors and the portions of the Work they will perform. The City of Port Aransas reserves the right to reject any Subcontractor.
 2. Cost Breakdown identifies the Bid Price/Sum segmented into portions as requested.
 3. Document - Project Management Team Qualifications.

1.12 BID FORM SIGNATURE(S)

The Corporate Seal of

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

(Authorized signing officer, Title)

(Seal)

(Authorized signing officer, Title)

END OF BID FORM

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STATEMENT OF QUALIFICATIONS

1.1 GENERAL

Submit a Statement of Qualifications (SOQ) as required herein. The SOQ shall provide a clear and thorough description of the Respondent's Capability as it relates to this Project. As used herein, "Capability" includes all indicators of a Respondent's ability to best meet the Owner's needs and objectives, including experience, performance record, personnel, subconsultants, resources, commitment and other qualifications and indicators.

All requirements and questions shall be addressed and all requested information shall be supplied. The Owner reserves the right to request additional information which may be needed to evaluate the Respondent's Capability.

1.2 SOQ FORMAT

Submit all materials in one bound document with dividers as needed. Include the following in the order listed.

Cover Sheet: Identify the Respondent and include the Project Identifier (as noted below). Other information may be included if desired.

Table of Contents: List all items included in the SOQ.

Cover Letter: Provide a signed cover letter (1-page limit) that briefly profiles the reasons why the Respondent's Capability is well suited to this Project.

SOQ Questionnaire: The SOQ Questionnaire included herein shall be completed by each firm participating in the response regardless of the relationship (i.e. joint-venture, partnership, association, etc.).

- Do not change the format, sequence or content. Provide answers directly below each Questionnaire item.
- Answers may be expanded where needed, but the resulting Questionnaire shall not exceed 15 pages.
- Font colors and styles may be changed, but fonts shall not be less than 11 point.
- The Respondent's firm name and/or logo may be added to the footers.

Display the following Project Identifier prominently on the Cover Sheet and Cover Letter.

"SEALED BID – MARINA RESTROOM AND ROBERT'S POINT RESTROOM RENOVATIONS"

City of Port Aransas

Name of Bidder

Contractor's Statement of Qualifications

Bid Due Date and Time

1.3 SOQ EVALUATION PROCESS

The Owner will evaluate the SOQ's in accordance with the Evaluation Criteria noted herein. Such evaluation will include review of the SOQ materials, as well as other indicators of Respondent Capability. The Owner's evaluation may include discussions, investigations, findings, compliance checks, references and information checks, and other potential indicators of the Respondent Capability.

END OF SECTION

SOQ QUESTIONNAIRE

RE: MARINA RESTROOM AND ROBERT'S POINT RESTROOM RENOVATIONS
SOQ QUESTIONNAIRE
Request for Competitive Sealed Proposals

Provide the following information in the sequence and format shown in this questionnaire. Supplemental materials providing additional information may be attached. A completed copy of this questionnaire shall be submitted by each firm participating in the response regardless of the relationship (i.e. prime contractor, joint-venture, partnership, association, etc.). All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

A. FIRM INFORMATION

Name of Firm: _____

Address of Principal Office: _____

Form of Business Organization: _____

_____ Prime Contractor _____ Partner _____ Joint Venture _____ Other

Year Founded: _____

Primary Individual to Contact: _____

Telephone of Primary Contact: _____

Email Address of Primary Contact: _____

B. ORGANIZATION

1. How many years has your organization been in the construction business in its current capacity?
2. How many years has your organization been in business under its present name? Under what other names has your organization operated? Also, note any predecessor firms and the dates of their existence.
3. If your organization is a corporation, answer the following: Date of incorporation, State of incorporation, President's name, Vice-President's name(s), Secretary's name, Treasurer's name.
4. If your organization is a partnership, answer the following: Date of organization, type of partnership (if applicable), names of general partner(s).
5. If your organization is individually owned, answer the following: Date of organization, name of owner(s).
6. If the form of your organization is other than those listed above, describe it and name the principals.

C. EXPERIENCE AND CAPABILITY

1. Past Experience with Owner: List the projects constructed and completed by your organization for the City of Port Aransas, Texas. For each project provide the name, brief description, size, location and completion date. Include the name of Owner and Architect and their contact person with phone number.
2. Current Work: List the construction projects your organization has in progress, giving the names and location of project, contract amount, percent complete and scheduled completion date. Include name of Owner and Architect and their contact person with phone number.
3. Work During Last Five (5) Years: List important projects constructed and completed by your organization over the last five years. For each project provide the name, brief description, size location, cost, completion date. Include name of Owner and Architects and their contact person with phone number.
4. Work by Firm: List the categories of work that your organization normally performs with its own forces. On this Project, what work do you propose to do with your own forces, and what work do you propose to bid to subcontractors?
5. List your major equipment available for this contact.
6. Subcontractor List: List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.
7. Claims and Suits: (If the answer to any of the questions below is yes, please attach details.)
 - a. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? If so, please explain.
 - b. Has your organization filed any lawsuits or requested arbitration against an Owner or a design professional with regard to construction contracts within the last fifteen years? If so, provide a detailed explanation.
 - c. Has your organization had any lawsuits or arbitration proceedings filed against it by an Owner or a design professional within the last fifteen years? If so, provide a detailed explanation
8. Failure to Complete Contracts: Within the last fifteen years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? If so, provide a detailed explanation.

D. BONDING CAPABILITIES

1. Bank Reference: Provide bank name, address, contact person, and phone for bank reference.
2. Surety: Name of bonding company, name and address of agent. A bond for 100% of the construction cost will be required. Proof of ability to bond will be required prior to selection.
3. Other Financial Information: Will you provide a financial statement and other relevant financial information if requested by the Owner after receipt of SOQs? (Do not include such information with the SOQ).

E. OTHER ITEMS FOR CONSIDERATION

1. Personnel: Given the scope and schedule of the project, identify the specific Project Managers and Job Site Superintendents who would work on the project. Provide a resume and references with phone numbers for each individual.
2. Safety: Provide your company's safety experience modifier rate for each of the last three years and OSHA 200 Log.
3. Local Participation: What work do you expect to be performed by Local Firms? What is the estimated percentage of the total Construction Cost that will be provided by Local Firms?
4. HUB/MWBE Participation: What work do you expect to be performed by HUB/MWBE Firms? What is the estimated percentage of the total Construction Cost that will be provided by HUB/MWBE Firms?
5. Responsible Firm(s): Which Firm or Firms will be responsible for this contract if so awarded?

a. Firm Name: _____

Responsible as _____ Prime Contractor _____ Partner _____ Joint Venture
_____ Other

b. Firm Name: _____

Responsible as _____ Prime Contractor _____ Partner _____ Joint Venture
_____ Other

c. Firm Name: _____

Responsible as _____ Prime Contractor _____ Partner _____ Joint Venture
_____ Other

F. QUESTIONNAIRE SIGNATURE(S)

We have received Addenda numbers _____. All portions of this Statement of Qualifications are true and correct. The undersigned is authorized to sign for and legally bind the Respondent. The undersigned authorizes City of Port Aransas, the Architect and their representatives to contact any firm, organization, or person discussed in this Statement of Qualifications regarding the Respondent's performance, financial condition and other information regarding the Respondent's capability.

_____ (Affix Corporate Seal Signature of
Authorized Signing Officer if a Corporation)

Printed Name

Title Date

END OF SOQ

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March 15, 2023

To: Ms. Emily Rozypal
EDR Achitects, PLLC
P.O. Box 271613
Corpus Christi, Texas 78427

RE: Structural Assessment of Existing Structure
City of Port Aransas – Marina Rest Room & Shop
Port Aransas, Texas
REM Job No. 23-005
T.B.P.E. Firm No. 6944

Ms. Rozypal,

The following is a summary of my review of the existing structure noted above and is based on my observations of the existing structure during my visit to the site on January 19, 2023.

Please note that our assessment of the condition of the structure is limited to only those areas that our personnel could directly observe and specifically excludes any portions of the structure that were not accessible or exposed to view when we visited the property. Observations requiring the removal of finishes have not been included in this assessment

The structure consists of pre-engineered wood trusses spanning to load-bearing cmu walls at the perimeter. A composite shingle roof is utilized. Some minor signs of movement and cracking are visible in the surrounding sidewalks. A few loose shingles were observed on the mansard roofs. Rust was observed on the exterior door frames. Some minor cracks are visible along some of the cmu grout lines.

It is my professional opinion that the structure is performing well and there are no signs of structural distress that compromise the structural adequacy nor structural integrity of the building.

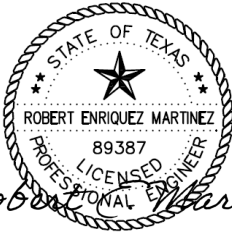
Where cmu walls will be patched to accommodate new interior finishes/modifications, cmu units shall be replaced with matching, light-weight modular units. Do not cut existing reinforcement in cmu walls when removing existing units. Sawcut and split the replacement units as needed to allow for their installation, from each face, into the wall with new 2,000 PSI grout.

Any slab trenches to accommodate new plumbing must be kept to the minimum width needed to accommodate the plumbing work. Take care not to undermine the foundation during the excavation process. Backfill the excavation with a slurry mix, and install a 10-mil poly vapor barrier in preparation of the rebar installation. Replacement rebar shall consist of #4 bars at 16-inch centers doweled 6-inches into the existing slab with epoxy, each way, in the center of the slab thickness. Infill the slab area with 3,000 PSI, normal weight concrete – match the existing slab thickness.

Services provided by our office were performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Please let me know if you have any questions or if we can be of any further assistance with this matter.

Sincerely,



Robert E. Martinez 3/15/23

THE SEAL APPEARING ON
THIS DOCUMENT WAS AUTHORIZED
BY ROBERT E. MARTINEZ, P.E. # 89387
T.B.P.E. FIRM NO. 6944

Robert E. Martinez, P.E.

March 15, 2023

To: Ms. Emily Rozypal
EDR Achitects, PLLC
P.O. Box 271613
Corpus Christi, Texas 78427

RE: Structural Assessment of Existing Structure
City of Port Aransas – Robert’s Point Marina Rest Room
Port Aransas, Texas
REM Job No. 23-006
T.B.P.E. Firm No. 6944

Ms. Rozypal,

The following is a summary of my review of the existing structure noted above and is based on my observations of the existing structure during my visit to the site on January 19, 2023.

Please note that our assessment of the condition of the structure is limited to only those areas that our personnel could directly observe and specifically excludes any portions of the structure that were not accessible or exposed to view when we visited the property. Observations requiring the removal of finishes have not been included in this assessment

The structure consists of pre-engineered wood trusses spanning to load-bearing cmu walls at the perimeter. A composite shingle roof is utilized. Some minor signs of movement and cracking are visible in the surrounding sidewalks. Several of the stairs have significant spalling that have left the rebar exposed. The expansion joint material where the ramp meets the landing shows signs of movement. The cmu wall is cracked near the bottom, adjacent to the entry into the Women’s Room. Some minor cracks are visible along some of the cmu grout lines.

It is my professional opinion that the structure is performing well and there are no signs of structural distress that compromise the structural adequacy nor structural integrity of the building.

Where cmu walls will be patched to accommodate new interior finishes/modifications, cmu units shall be replaced with matching, light-weight modular units. Do not cut existing reinforcement in cmu walls when removing existing units. Sawcut and split the replacement units as needed to allow for their installation, from each face, into the wall with new 2,000 PSI grout.

Any slab trenches to accommodate new plumbing must be kept to the minimum width needed to accommodate the plumbing work. Take care not to undermine the foundation during the excavation process. Backfill the excavation with a slurry mix, and install a 10-mil poly vapor barrier in preparation of the rebar installation. Replacement rebar shall consist of #4 bars at 16-inch centers doveled 6-inches into the existing slab with epoxy, each way, in the center of the slab thickness. Infill the slab area with 3,000 PSI, normal weight concrete – match the existing slab thickness.

The exposed rebar at the stairs shall be cleaned with a steel brush to remove any rust and loose materials. A zinc rich paint shall be applied to the rebar to inhibit rust formation. A concrete patching material shall be applied to the damaged stairs to restore the treads to their original dimensions and provide cover for the rebar. The expansion joint material between the ramp and landing shall be resealed to prevent moisture infiltration.

The crack observed in the cmu wall near the Women's Room shall be epoxy injected to prevent moisture infiltration.

Services provided by our office were performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Please let me know if you have any questions or if we can be of any further assistance with this matter.

Sincerely,


Robert E. Martinez 3/15/23

THE SEAL APPEARING ON
THIS DOCUMENT WAS AUTHORIZED
BY ROBERT E. MARTINEZ, P.E. # 89387
T.B.P.E. FIRM NO. 6944

Robert E. Martinez, P.E.

MARINA RESTROOM AND ROBERT'S POINT RESTROOM RENOVATIONS

City of Port Aransas, TX

PAYMENT BOND

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF NUECES §

That we, _____, Contractor, as Principal, and _____, as Surety, are hereby held and firmly bound unto the **City of Port Aransas of Nueces County, TX** (hereafter called "Owner") in the full and just sum of _____ Dollars (\$ _____) for the payment of which the said Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that: WHEREAS the Principal entered into a certain Contract, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, with the Owner acting by, dated _____, 2023, for the construction of the **MARINA RESTROOM AND ROBERT'S POINT RESTROOM RENOVATIONS**, in accord with the Drawings, Specifications and other Contract Documents pertaining thereto, prepared or compiled by EDR Architects, PLLC.

NOW, THEREFORE, if the Principal shall promptly make payment to all claimants as defined in Chapter 2253, Government Code, as amended, supplying labor and materials in the prosecution of the work provided for in said Contract, as well as any changes, extensions, deletions or modifications thereof which may be made by Owner, with or without notice to Surety, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED that any additions, deletions, alterations or changes which may be made in the terms of the Contract or in the Drawings, Specifications or other Contract Documents, or in the work to be done thereunder, or the making by the Owner of any payment or pre-payment under the Contract, or the giving by the Owner of any extension of time for the performance of the Contract, or the granting of any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal or the Surety, or either of them, their heirs, executors, administrators, successors or assigns, from their liability or the liability of any of them hereunder, notice to the Surety of any such addition, deletion, alteration, change, payment, pre-payment, extension or forbearance being hereby expressly waived.

PROVIDED FURTHER, that this bond is made and entered into solely for the protection of all claimants as defined in Chapter 2253, Government Code, as amended, supplying labor and material in the prosecution of the work provided for in said Contract, and each such 435975/SSH claimant shall have a direct right of action under the bond as provided in such Chapter 2253, Government Code, as amended.

EXECUTED on _____, 2023.

PRINCIPAL

SURETY

Contractor

(Name)

By _____

Name: _____

Title: _____

Attorney-in-Fact: _____

Name: _____

ATTEST:

*Name: _____

*Title: _____

Address of Contractor:

Address of Surety:

*Typed or clearly printed

MARINA RESTROOM AND ROBERT'S POINT RESTROOM RENOVATIONS

City of Port Aransas, TX

PERFORMANCE BOND

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF NUECES §

That we, _____, Contractor, as Principal, and _____, as Surety, are hereby held and firmly bound unto the **City of Port Aransas of Nueces County, TX** (hereafter called "Owner") in the full and just sum of _____ Dollars (\$_____) for the payment of which the said Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that: WHEREAS the Principal entered into a certain Contract with The City of Port Aransas the Owner, dated _____, 2023, for the construction of the **MARINA RESTROOM AND ROBERT'S POINT RESTROOM RENOVATIONS**, in accord With the Drawings, Specifications and other Contract Documents pertaining thereto, prepared or compiled by EDR Architects, PLLC.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the Contract in accord with the Drawings, Specifications, and other Contract Documents pertaining thereto, as well as any changes, extensions, deletions or modifications thereof which may be made by Owner, with or without notice to the Surety, and shall fully indemnify and save harmless the Owner from all costs and damage which Owner may suffer by reason of Principal's default or failure so to do, shall fully reimburse and repay Owner all outlay and expense which Owner may incur in making good any such default, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED that any additions, deletions, alterations or changes which may be made in the terms of the Contract or in the Drawings, Specifications or other Contract Documents, or in the work to be done thereunder, or the making by the Owner of any payment or pre-payment under the Contract, or the giving by the Owner of any extension of time for the performance of the Contract, or the granting of any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal or the Surety, or either of them, their heirs, executors, administrators, successors or assigns, from their liability or the liability of any of them hereunder, notice to the Surety of any such addition, deletion, alteration, change, payment, pre-payment, extension or forbearance being hereby expressly waived.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Nueces County, State of Texas and that said 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 thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or addition to the terms of the contract or to the work or to the specifications.

EXECUTED on _____, 2023.

PRINCIPAL

SURETY

Contractor

(Name)

By _____

Name: _____

Title: _____

Attorney-in-Fact: _____

Name: _____

ATTEST:

*Name: _____

*Title: _____

Address of Contractor:

Address of Surety:

*Typed or clearly printed

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS:

Upon submittal of this request for proposal the submitting Contractor shall procure, pay for, and maintain at minimum the following insurance coverage's with the stated limits or greater. Said insurance shall be evidenced by delivery to the Owner of

1. Certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements, whether or not required by the Owner, and listing all carriers issuing said policies; and
2. Upon request a certified copy of each policy, including all endorsements.

The insurance requirements shall remain in effect throughout the term of this Contract and any additional extensions. In addition, the Owner reserves the right to request physical evidence of this coverage by requesting the policy declaration page, and/or an estopped from the agent and/or company verifying the coverage is and/or has been continually in effect.

The Contractor shall secure and maintain, at its sole cost and expense during the contract term and any subsequent extensions, the following insurance:

- a. **Commercial General Liability** - in the amount of five million dollars (\$5,000,000.00) aggregate/one million dollars (\$1,000,000.00) per occurrence. The General Aggregate limit shall either apply separately to the resulting contractor or shall be at least twice the required occurrence limit.
- b. **Comprehensive Automobile and Water Vehicle Liability** - covering any automotive equipment to be used in performance of the service, with a minimum limit in the amount of one million dollars (\$1,000,000.00) per occurrence combined single limit / Any Auto. Physical Damage Insurance covering owned or rented machinery, tools, equipment, office trailers, and vehicles.
- c. **Worker's Compensation** - Proposer shall provide a policy with employer's liability coverage with limits of not less than one million dollars (\$1,000,000.00) per occurrence for each accident or illness. The Worker's Compensation policy shall state that it cannot be cancelled or materially changed without first giving thirty (30) days prior notice thereof in writing to the Owner. Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall supply a signed copy of said notice. Any such exemption shall meet the requirements that qualify for an exemption under the applicable Worker's Compensation law.

POLLUTION AND REMEDIATION LIABILITY

A. **Limits:** with limits of not less than five million dollars (\$5,000,000.00) annual aggregate / two million dollars (\$2,000,000.00) per occurrence, including the cost of defense during the term of the contract and for a period of five (5) years following the completion thereof. Such coverage shall include, but not be limited to:

- i. Pollution Legal Liability- (legal liability arising out of the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials, or other irritants, contaminants, pollutants, into or upon the land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the work).
- ii. Remediation Legal Liability Expense - expenses incurred for or in connection with investigation, monitoring, removal, disposal, treatment, or neutralization of a condition arising from the discharge, dispersal release, seepage, migration, or escape of smoke, vapors, soot, fumes acids, alkalis toxic chemicals, liquids or gases, hazardous materials, waste materials, or other irritants, contaminants, or pollutants into or upon the land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the work, as well as the cost to repair or replace real or personal property damaged during the course of Remediation Expense in order to restore the required Federal, State, Local, or Provincial laws, ordinances, regulations, or statutes, or any subsequent amendments thereof; and
- iii. Transportation Legal Liability / Expense Pollution Legal Liability or Remediation Legal Liability/Expense arising out of the movement by the Contractor of product or waste of the Owner to its final delivery point as specified in the resulting contract.

Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the Owner on Commercial General Liability and Worker's Compensation insurance coverage. The ACORD Certificate of Liability Insurance, with endorsements, shall be completed by the authorized Agent and returned to the Owner.

Loss Deductible Clause: The Owner shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor

The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, its subcontractors of every tier, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.

B. CONDITIONS:

Each insurance policy shall include the following conditions by endorsement to the policy:

- i. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal or any material change in coverage's or limits, a notice thereof shall be given to the Owner by certified mail to: Contractor shall also notify the Owner, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve the Contractor of this requirement to provide notice.
- ii. Companies issuing the insurance policy, or policies, shall have no recourse against the Owner for payment of premiums.

The term "Owner" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of the City and individual members, elected officials, employees thereof in their official capacities, and/or while acting on behalf of the Owner.

Owner shall be named as an additionally insured on all policies of insurance. The policy clause "Other insurance" shall not apply to any insurance coverage currently held by the Owner to any such future coverage, or to the Owner's Self-Insured Retentions as, if any, of whatever nature.

END OF SECTION

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CONTRACTOR'S RELEASE AND WAIVER OF LIEN

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned _____, hereinafter termed "CONTRACTOR", hereby waives and releases any and all liens and any and all claims and right to liens, against at _____ (city), _____ (state), for _____, hereinafter termed "SAID PROJECT", and upon any and all other property owned by or the title to which is in the name of _____, and upon any and all funds or monies appropriate or available for the construction and/or equipping of said hereinabove-mentioned project, and any and all warrants drawn upon or issued against any such funds or monies which Contractor may have acquired or possess, or may hereafter acquire or possess, as a result or on account of the furnishing by the undersigned or Labor or materials, or both, used in connection with the construction or equipping of said project, whether furnished by the undersigned under and pursuant to the certain Contract between it and said _____, bearing date of _____ and pertaining to said project, or otherwise, and which said liens or claims or right of lien may exist under the laws of the State of _____.

The undersigned further hereby acknowledges that the sum of _____ Dollars (\$ _____) constitutes the entire balance due the undersigned from said _____ for all labor and materials furnished and work done by it, upon or for said project and/or under said Contract and that the payment in full to the undersigned for everything furnished and/or done by the Contract or otherwise, and will satisfy in full, and will operate to fully and completely release said _____, and all claims, demands, of whatever nature, which the undersigned may have or assert against it, arising out of construction and equipping of said project, said Contract, and any and all things done or furnished by the undersigned in connection herewith.

DATED THIS _____ day of _____, 2023.

Witness to Signature:

Title:

By:

Title:

By:

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**SECTION 01 0100
SUMMARY OF WORK**

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 WORK COVERED BY CONTRACT DOCUMENTS

The Project consists of the construction of the **MARINA RESTROOM AND ROBERT'S POINT RESTROOM RENOVATIONS**. Including all required demolition, new construction, repairs and site improvements.

Project Name and location:

MARINA RESTROOM AND ROBERT'S POINT RESTROOM RENOVATIONS

301 J.C. Barr Blvd.

Port Aransas, TX 78373

Owner:

City of Port Aransas

710 W. Avenue A

Port Aransas, Texas, 78373

The Project Architect:

EDR Architects, PLLC

Contact: Emily D. Rozypal, AIA

PO Box 271613

Corpus Christi, Texas 78427

Phone: (361) 537-4400

E-mail: erozypal@edrarchitects.com.

Summary of Work:

The Work scheduled to be performed for the repairs of the Marina Restroom and Robert's Point Restroom Renovations. This includes, but is not limited to: select demolition, temporary security fencing and signs, masonry repairs, framing repairs, toilet partition doors and hardware, flooring, tile, base, painting, mechanical, electrical and plumbing replacement.

PART 2 – PRODUCTS: Not Applicable

PART 3 – EXECUTION: Not Applicable

END OF SECTION

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SECTION 01 0270
APPLICATION FOR PAYMENT

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
- B. Related Sections: The following Sections contain requirements that relate to this Section.
 - 1. Schedules: The Contractor's Construction Schedule and Submittal Schedule are specified in Division 01 Section "01 3000 – Submittals".

1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - a. Contractor's Construction Schedule.
 - b. Application for Payment forms, including Continuation Sheets.
 - c. List of Subcontractors.
 - d. Schedule of Submittals.
 - 2. Submit the Schedule of Values to the Architect at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Application for Payment.
- B. Format and Content:
 - 1. Identification: Use AIA Document G703 - 1992 Continuation Sheet as the form for the Schedule of Values. Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of the Architect.
 - c. Project 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 Work.
 - c. Change Orders (numbers) that affect value.
 - d. Dollar value.
3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.
4. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site.
Include requirements for insurance and bonded warehousing, if required.
5. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed valued of that part of the Work.
6. Schedule Updating: Update and resubmit the Schedule of Values with each Application for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include each Change Order as a new line item.

1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.
- B. Payment-Application Times: Progress payments will be made each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends the last day of each month.
- C. Payment-Application Forms: Use AIA G702-1992 Application and Certificate for Payment and G703-1992 Continuation Sheets as the form for Applications for Payment.
- D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor.
 1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

- E. Transmittal: Submit signed and notarized Application for Payment to the Architect via email at erozypal@edrarchitects.com. Include waivers of lien and similar attachments.

PART 2 – PRODUCTS: Not Applicable

PART 3 – EXECUTION: Not Applicable

END OF SECTION

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**SECTION 01 0350
MODIFICATION PROCEDURES**

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing contract modifications.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 01 Section 01 3000 "Submittals" for requirements for the Contractor's Construction Schedule.
 - 2. Division 01 Section 01 0270 "Applications for Payment" for administrative procedures governing Applications for Payment.

1.3 MINOR CHANGES IN WORK

- A. The Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or Contract Time, on AIA Form G710-2017 Architect's Supplemental Instructions.

1.4 CHANGE ORDER PROPOSAL REQUESTS

- A. Owner-initiated Proposal Requests: The Architect will issue a detailed description of proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal requests issued by the Architect for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.
 - 2. Within 7 days of receipt of a proposal request, submit an estimate of cost necessary to execute the change to the Architect for the Owner's review.
 - a. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.

- B. Contractor-initiated Proposals: When latent or unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.
 - 1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
 - 2. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made where requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
- C. Proposal Request Form: Use AIA Document G709-2001 Work Changes Proposal Request.

1.4 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: When the Owner and the Contractor disagree on the terms of a Proposal Request, the Architect may issue a Construction Change Directive on AIA Form G714-2017 Construction Change Directive. This Construction Change Directive instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. The Construction Change Directive contains a complete description of the change in the Work. It also designates the method to be followed to determine change in the Contract Sum or 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 the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.5 CHANGE ORDER PROCEDURES

- A. Upon the Owner's approval of a Proposal Request, the Architect will issue a Change Order for signatures of the Owner and the Contractor on AIA Form G701-2017 Change Order.

PART 2 – PRODUCTS: Not Applicable

PART 3 – EXECUTION: Not Applicable

END OF SECTION

**SECTION 01 0400
COORDINATION**

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:
1. General project coordination procedures.
 2. Coordination Drawings.
 3. Administrative and supervisory personnel.
 4. Cleaning and protection.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
1. Division 01 Section 01 2000 "Project Meetings" for progress meetings, coordination meetings, and pre-installation conferences.
 2. Division 01 Section 01 3000 "Submittals" for preparing and submitting the Contractor's Construction Schedule.
 3. Division 01 Section 01 6000 "Materials and Equipment" for coordinating general installation.
 4. Division 01 Section 01 7000 "Contract Closeout" for coordinating contract closeout.

1.3 COORDINATION

- A. Coordinate construction operations to assure efficient and orderly installation of each part of the Work. Coordinate construction operations that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in the 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 assure maximum accessibility for required maintenance, services, and repair.
 3. Make provisions to accommodate items scheduled for later installation.
- B. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of schedules.
 - 2. Installation and removal of temporary facilities.
 - 3. Delivery and processing of submittals.
 - 4. Progress meetings.
 - 5. Project closeout activities.

1.4 SUBMITTALS

- A. Coordination Drawings: Prepare coordination drawings where careful coordination is needed for installation of products and materials fabricated by separate entities.
 - 1. Show the relationship of components shown on separate Shop Drawings.
 - 2. Indicate required installation sequences.
 - 3. Comply with requirements contained in Section 01 3000 "Submittals".

PART 2 – PRODUCTS: Not Applicable

PART 3 – EXECUTION

3.1 GENERAL COORDINATION PROVISIONS

- A. Inspection of Conditions: Require the installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until satisfactory conditions have been corrected in an acceptable manner.
- B. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

3.2 CLEANING AND PROTECTION

- A. Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration at Substantial Completion.
- B. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.
- C. 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.

END OF SECTION

**SECTION 01 0450
CUTTING AND PATCHING**

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for cutting and patching.
- B. Related Section: The following Sections contain requirements that relate to this Section.
 - 1. Division 01 Section 01 0400 “Coordination” for procedures for coordinating cutting and patching with other construction activities.
 - 2. Refer to other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
 - a. Requirements of this Section also apply to mechanical and electrical installations.

1.3 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would change their load-carrying or load-deflection ratio.
 - 1. Obtain approval of the cutting and patching proposal before cutting and patching the following structural elements:
 - i. Foundation construction
 - ii. Bearing and retaining walls
 - iii. Structural concrete
 - iv. Lintels
 - v. Structural decking
 - vi. Miscellaneous structural metals
 - vii. Equipment supports
 - viii. Piping, ductwork, vessels, and equipment
- B. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Architect’s opinion, reduce the building’s aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace construction cut and patched in a visually unsatisfactory manner.

PART 2 – PRODUCTS

2.1 MATERIALS, GENERAL

- A. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible if identical materials are unavailable or cannot be used. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 – EXECUTION

3.1 INSPECTION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed before cutting. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding. Before proceeding, meet at the Project Site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of work to be cut.
- B. Protection: Protect existing condition during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
- C. Avoid cutting existing pipe, conduit, or ductwork serving the building but scheduled to be removed or relocated until provisions have been made to bypass them.

3.3 PERFORMANCE

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
- B. Cutting: Cut existing construction using methods least likely to damage elements retained or adjoining construction.
 - 1. In general, where cutting, cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Cut through concrete and masonry using a cutting machine, such as Carborundum saw or a diamond-core drill.
 - 4. Where services are required to be removed, relocated, or abandoned, by-pass utility services, such as pipe or conduit, before cutting. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal the remaining portion of pipe or

conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.

- C. Patching: Patch with durable seams that are as invisible as possible.
 - 1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
 - 2. Provide an even surface of uniform color and appearance. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing the patch after the area has received primer and second coat.

3.4 CLEANING

- A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials.

END OF SECTION

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**SECTION 01 2000
PROJECT MEETINGS**

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project meetings, including, but not limited to, the following:
 - 1. Pre-construction conferences
 - 2. Pre-installation conferences
 - 3. Progress meetings
 - 4. Project closeout meetings
 - 5. Building permit review
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 01 Section 01 0400 "Coordination" for procedures for coordinating project meetings with other construction activities.
 - 2. Division 01 Section 01 3000 "Submittals" for submitting the Contractor's Construction Schedule.
 - 3. Division 01 Section 01 7000 "Contract Closeout" for administrative and procedural requirements for contract closeout.

1.3 PRE-CONSTRUCTION CONFERENCE

- A. Schedule a pre-construction conference before starting construction, at a time convenient to the Owner and the Architect, but no later than 15 days after approval to proceed with construction. Hold the conference at the Project Site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
- B. Attendees: Authorized representatives of the Owner, Architect, and their consultants; the Contractor and its Superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. Agenda: Discuss items of significance that could affect progress, including the following:
 - 1. Tentative construction schedule.
 - 2. Critical work sequencing.
 - 3. Designation of responsible personnel.
 - 4. Procedures for processing field decisions and Change Orders.
 - 5. Procedures for processing Applications for Payment.

6. Distribution of Contract Documents.
7. Submittal of Shop Drawings, Product Data and Samples.
8. Preparation of record documents.
9. Use of the premises.
10. Parking availability.
11. Office, work, and storage areas.
12. Equipment deliveries and priorities.
13. Safety procedures.
14. First aid.
15. Security.
16. Housekeeping.
17. Working hours.
18. Project closeout.

1.4 PRE-INSTALLATION CONFERENCES

- A. Conduct a pre-installation conference at the Project Site before each construction activity that requires coordination with other construction.
- B. Submittal review process for that portion of the Work under discussion must have been completed prior to scheduling of the pre-installation meeting.
- C. Attendees: The installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Architect of scheduled meeting dates.
 1. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for the following:
 - a. Contract documents
 - b. Options
 - c. Related Change Orders
 - d. Purchases
 - e. Deliveries
 - f. Shop Drawings, Product Data, and quality-control samples
 - g. Possible conflicts
 - h. Compatibility problems
 - i. Time schedules
 - j. Weather limitations
 - k. Manufacturer's recommendations
 - l. Warranty requirements
 - m. Compatibility of materials
 - n. Acceptability of substrates
 - o. Temporary facilities
 - p. Space and access limitations
 - q. Governing regulations

- r. Safety
 - s. Inspecting and testing requirements
 - t. Required performance results
 - u. Recording requirements
 - v. Protection
2. Contractor shall record significant discussions and agreements and disagreements of each conference, and the approved schedule. Promptly distribute the record of the meeting to everyone concerned, including the Owner and the Architect.
 3. Do not proceed with the installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

1.5 PROGRESS MEETINGS

- A. Progress meetings will occur bi-monthly at a regular time and day as mutually agreed by the Owner and Contractor. Coordinate dates of meetings with preparation of the payment request.
- B. Attendees: Authorized representatives of the Owner, Architect, and their consultants; the Contractor and its Superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. Agenda:
 1. Review minutes of previous meetings.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems which impede planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of off-site fabrication and delivery schedules.
 7. Maintenance of progress schedule.
 8. Corrective measures to regain project schedules.
 9. Planned progress during succeeding work period.
 10. Coordination of project progress.
 11. Review status of Requests for Information (RFI's).
 12. Change Orders
 13. Maintenance of quality and work standards.
 14. Effect of proposed changes on progress.
 15. Report on lost-time injuries, doctor cases and other safety issues.
 16. Housekeeping.
 17. Other business relating to Work.
- D. Reporting: No later than three (3) days after each meeting, Contractor shall distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.

- E. Schedule Updating: Revise the Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

1.6 PROJECT CLOSEOUT MEETING

- A. No less than one week before Substantial Completion, conduct a project closeout meeting.
- B. Attendees: Representative(s) of the Owner, general contractor, contractor responsible for separate contract items.
- C. Agenda:
 - 1. Develop a schedule for project closeout items related to Substantial Completion.
 - a. Completion of contractor's pre-punch list.
 - b. Submittal of Operation and Maintenance manuals with warranties, workmanship bonds, maintenance agreements, final certifications and similar documents. (Draft copy 14 days before Substantial Completion.)
 - c. Inspections of project for occupancy permit.
 - d. Testing and balance of HVAC equipment, if any.
 - e. Review of building systems with Owners' representative and the following:
 - I. Electrical subcontractor
 - II. Plumbing subcontractor
 - III. Specific equipment moving
 - f. Final cleaning
 - g. Walk-thru of project for development of punch list to be issued with the Certificate of Substantial Completion.
 - h. Establish preliminary date for Substantial Completion.
 - i. Start date for warranties.
 - 2. Establish date for submittal of record documents.
 - 3. Discuss disposition of extra materials.
 - 4. Establish preliminary date for final completion.
 - 5. Advise Owner of pending insurance and utility change-over requirements.

PART 2 – PRODUCTS: Not Applicable

PART 3 – EXECUTION: Not Applicable

END OF SECTION

**SECTION 01 3000
SUBMITTALS**

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project meetings, including, but not limited to, the following:
 - 1. Contractor's Construction Schedule.
 - 2. Shop Drawings.
 - 3. Product Data.
 - 4. Samples.
 - 5. Estimated monthly payment schedule.
- B. Administrative Submittals: Refer to Division 01 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
 - 1. Applications for Payment.
 - 2. Insurance Certificates.
 - 3. List of Subcontractors.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 01 Section 01 0270 "Application for Payment" specifies requirements for submittal of the Schedule of Value.
 - 2. Division 01 Section 01 2000 "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.

1.3 DEFINITIONS

- A. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.

1.4 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
 - a. Allow two (2) weeks for initial review. Allow additional time if the Architect must delay processing to permit coordination with subsequent submittals.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow two (2) weeks for reprocessing each submittal.
 - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.

B. Submittal Preparation: Provide a cover sheet with each submittal for identification. Indicate the name of the entity that prepared each submittal on the cover sheet.

1. Provide a space approximately 4 x 5 inches on the cover sheet or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
2. Include the following information on the cover sheet for processing and recording action taken.
 - a. Project name
 - b. Date
 - c. Name and address of the Architect
 - d. Name and address of the Contractor
 - e. Name and address of the Subcontractor
 - f. Name and address of the Supplier
 - g. Name of the Manufacturer
 - h. Number and title of appropriate Specification Section
 - i. Drawing number and detail references, as appropriate

C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect using a transmittal form. The Architect will not accept submittals received from sources other than the Contractor.

1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Documents requirements, including variations and limitations. Include Contractor's

certification that information has been reviewed by the General Contractor, and complies with Contract Document requirement.

- D. Submittals shall be submitted in electronic PDF format. Electronic submittals, including shop drawings, shall be complete and clearly organized. Partial submittals shall not be accepted and electronic submission does not modify or change required submission of material, color samples, or mock-ups. Submittal mark-ups shall be returned in electronic PDF format.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart type, contractor's construction schedule. Submit within 15 days after approval to proceed with construction.
 - 1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values".
 - 2. Within each time bar, indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.
 - 3. Prepare the schedule on a sheet, or series of sheets, of reproducible media, of sufficient width to show data for the entire construction period.
 - 4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.
 - 5. Coordinate the Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other schedules.
 - 6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Architect's procedures necessary for Certification of Substantial Completion.
- B. Distribution: Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates as requested. Post copies in the Project meeting room and temporary field office.
 - 1. When revisions are made, distribute to the same parties and post in the same locations.
- C. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1.6 SHOP DRAWINGS

- A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
 - 1. Dimensions.
 - 2. Identification of products and materials included by sheet and detail number.
 - 3. Compliance with specified standards.
 - 4. Notation of coordination requirements.
 - 5. Notation of dimensions established by field measurement.
 - 6. Initial Submittal: All submittals shall be made in PDF format.
 - 7. Final Submittal: All submittals shall be made in PDF format.
 - 8. Do not use Shop Drawings without an appropriate final stamp indicating action taken.
 - 9. See 1.4(D) for electronic format submission and requirements.

1.7 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. HVAC, Plumbing and Electrical submittals shall be submitted as three complete submittals within 30 days of award of contract. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
 - 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
 - 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
 - 3. Submittals: Submit copies of each required submittal in quantities sufficient to provide one (1) record copy for the Architects, one (1) copy for the Owner's record, one (1) copy for the Architect's Consultants whose review is necessary, and as many copies as the Contractor requires to be returned. The Architect will retain two (2) copies and will return the other marked with action taken and corrections or modifications required.
 - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

4. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - a. Do not proceed with installation until a copy of Product Data is in the installer's possession.
 - b. Do not permit use of unmarked copies of Product Data in connection with construction.
5. See 1.4 (D) for electronic format submission and requirements.

1.8 SAMPLES

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
 1. Mount or display Samples in the manner to facilitate review of qualities indicated. Prepare Samples to match the Architect's sample. Include the following;
 - a. Specification Section number and reference.
 - b. Generic description of the Sample.
 - c. Sample source.
 - d. Product name or name of the manufacturer.
 - e. Compliance with recognized standards.
 2. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least 3 multiple units that show approximate limits of the variations.
 - b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
 3. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation, and similar characteristics, submit three (3) sets. The Architect will return one set marked with the action taken.
 4. Maintain sets of Samples, as returned, at the Project Site, for quality comparisons throughout the course of construction.
 - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 - b. Sample sets may be used to obtain final acceptance of the construction associated with each set.

- B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, Manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.

1.9 QUALITY ASSURANCE SUBMITTALS

- A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements.
 - 1. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
- C. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 01 Section 01 4000 "Quality Control".

1.10 ARCHITECT'S ACTION

- A. Submittals, such as Shop Drawings, Product Data and Samples are reviewed and approved for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Submittals shall not modify the Contract Documents.
- B. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract.
- C. In accordance with the General Conditions, Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents.
- D. Upon receipt of submittals requiring review, the Architect/Engineer will review submittals and return them to the Contractor with results of the review.

PART 2 – PRODUCTS: Not Applicable

PART 3 – EXECUTION: Not Applicable

END OF SECTION

**SECTION 01 4000
QUALITY CONTROL**

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for quality-control services.
- B. Quality-control services include inspections, tests, and related actions, including reports performed by Contractor, by independent agencies, and by governing authorities. They do not include contract enforcement activities performed by Architect.
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with Contract Document requirements.
- D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
 - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified inspections, tests, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 RESPONSIBILITIES

- A. Contractor Responsibilities: Unless otherwise indicated as the responsibility of another identified entity, Contractor shall provide inspections, tests, and other quality-control services specified elsewhere in the Contract Documents and required by authorities having jurisdiction. Costs for these services shall be included in the Contract Sum.
 - 1. Where individual Sections specifically indicate that certain inspections, tests, and other quality-control services are the Contractor's responsibility, the Contractor shall employ and pay a qualified independent testing agency to perform quality-control services. Costs for these services are included in the Contract Sum.
- B. Retesting: The Contractor is responsible for retesting where results of inspections, tests, or other quality-control services prove unsatisfactory and indicate noncompliance with Contract Document requirements, regardless of whether the original test was Contractor's responsibility.

1. The cost of retesting construction, revised or replaced by the Contractor, is the Contractor's responsibility where required test performed on original construction indicate noncompliance with Contract Document requirements.
- C. Associated Services: Cooperate with agencies performing required inspections, test, and similar services, and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include, but are not limited to, the following:
1. Provide access to the Work.
 2. Furnish incidental labor and facilities necessary to facilitate inspections and tests.
 3. Take adequate quantities of representative samples of materials that require testing or assist the agency in taking samples.
 4. Provide facilities for storage and curing of test samples.
 5. Deliver samples to testing laboratories.
 6. Provide the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
 7. Provide security and protection of samples and test equipment at the Project Site.
- D. Duties of the Testing Agency: The independent agency engaged to perform inspections, sampling, and testing of materials and construction specified in individual Sections shall cooperate with the Architect and the Contractor in performance of the agency's duties. The testing agency shall provide qualified personnel to perform required inspections and tests.
1. The agency shall notify the Architect and the Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. The agency is not authorized to release, revoke, alter, or enlarge requirements of the
 3. Contract Documents or approve or accept any portion of the Work.
 4. The agency shall not perform any duties of the Contractor.
- E. Coordination: Coordinate the sequence of activities to accommodate required services with a minimum of delay. Coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
1. The Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities.

1.4 SUBMITTALS

- A. Unless the Contractor is responsible for this service, the independent testing agency shall submit a certified written report, via email, of each inspection, test, or similar service to the Architect. If the Contractor is responsible for the service, submit a certified written report, via email, of each inspection, test or similar service through the Contractor.
1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.

2. Report Data: Written reports of each inspection, test, or similar service include, but are not limited to, the following:
 - a. Date of Issue.
 - b. Project title and number.
 - c. Name, address, and telephone number of testing agency.
 - d. Dates and locations of samples and tests or inspections.
 - e. Names of individuals making the inspection or test.
 - f. Designation of the Work and test method.
 - g. Identification of product and Specification Section.
 - h. Complete inspection or test data.
 - i. Test results and an interpretation of test results.
 - j. Ambient conditions at the time of sample taking and testing.
 - k. Comments or professional opinion on whether inspected or test Work complies with Contract Document requirements.
 - l. Name and signature of laboratory inspector.
 - m. Recommendations on retesting.

1.5 QUALITY ASSURANCE

- A. Qualifications for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, which are pre-qualified as complying with the American Council of Independent Laboratories' "Recommended Requirements for Independent Laboratory Qualification" and that specializes in the types of inspections and tests to be performed.
 1. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the state where the Project is located.

PART 2 – PRODUCTS: Not Applicable

PART 3 – EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes.
- B. Protect construction exposed by or for quality-control service activities and protect repaired construction.
- C. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

END OF SECTION

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**SECTION 01 4100
TESTING LABORATORY SERVICES**

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 PROCEDURES

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

1.3 QUALIFICATIONS OF TESTING LABORATORY

- A. The Testing Laboratory selected shall meet the basic requirements of ASTM E329 "Standard of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction", and shall submit to the Contractor, Owner, Architect, and Engineer, a copy of the report of inspection of their facilities made by the American Association of State Highway Transportation Officials (AASHTO) or similar nationally recognized third party laboratory accreditation program during the most recent tour of such inspections, and shall submit a memorandum stating steps taken to remedy all deficiencies reported by this inspection.
- B. Testing machines shall be calibrated at intervals not exceeding 12 months by devices of accuracy traceable to the National Bureau of Standards or accepted values of natural physical constants. The Testing Laboratory shall submit a copy of certificate of calibration made by an accredited calibration agency.
- C. Tests and inspections shall be conducted in accordance with specified requirements, and if not specified, in accordance with the applicable standards of the American Society for Testing and Materials or other recognized and accepted authorities in the field.
- D. All Testing shall be directly supervised, and all final reports reviewed and signed by a licensed Professional Engineer registered with the Texas Board of Professional Engineers.

1.4 CONTRACTORS RESPONSIBILITY

- A. Cooperation with Design Team: The **Contractor** shall pay for all testing lab services. The Contractor shall cooperate with laboratory personnel; provide access to the work, and to manufacturers operations.

- B. **Furnishing Samples:** The Contractor shall provide to the laboratory representative, samples of materials proposed for use in the work in quantities sufficient for accurate testing as specified.
- C. **Furnishing Casual Labor, Equipment and Facilities:** The Contractor shall furnish casual labor, equipment, and facilities as required for sampling and testing by the Laboratory and otherwise facilitate all required inspections and tests.
- D. **Advance Notice:** The Contractor shall be responsible for notifying the Testing Laboratory sufficiently in advance of operations to allow for assignment of personnel and scheduling of tests.
- E. **Payment for Substitution Testing:** The Contractor shall arrange with the Testing Laboratory and pay for any additional samples and tests above those required by the Contract Documents as requested by the Contractor for his convenience in performing the work.
- F. **Payment for Retesting:** The Contractor shall pay for any additional inspections, sampling, testing, and retesting as required when initial tests indicate work does not comply with the requirements of the Contract Documents.
- G. **Payment by Contractor:** The Contractor shall furnish and pay for the following items:
 - 1. Concrete mix designs as prepared by his concrete supplier.
 - 2. Concrete coring, tests of below strength concrete, and load tests, if ordered by the Owner, Architect, or Engineer.
 - 3. Certification of reinforcing steel.
 - 4. Certification of Portland cement, lime, and fly ash.
 - 5. Certification of welders.
 - 6. Any other tests when such costs are required by the Contract Documents to be paid by the Contractor.
- H. **Notification of Source Change:** The Contractor shall be responsible for notifying the Owner, Architect, Engineer, and Testing Laboratory when the source of any material is changed after the original tests or inspections have been made.
- I. **Tests for Suspected Deficient Work:** If in the opinion of the Owner, Architect, or Engineer any of the work of the Contractor is not satisfactory, the Contractor shall make all tests that the Owner, Architect, or Engineer deem advisable to determine its proper construction.

1.5 PAYMENT OF TESTING LABORATORY

- A. The Contractor shall pay for all Laboratory services for testing of materials for compliance with the requirements of the Contract Documents. The Contractor shall pay for testing

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

PART 2 – PRODUCTS: Not Used

PART 3 – EXECUTION

3.1 SCOPE OF WORK

- A. The work to be performed by the Testing Laboratory shall be as specified in the Specifications and the contract drawings, and as determined in meetings with the Contractor, Owner, Architect, and Engineer.

END OF SECTION

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SECTION 01 4500
WINDSTORM CONSTRUCTION REQUIREMENTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. All components and cladding and exterior openings (exterior doors, windows, overhead doors, and skylights) must be designed for compliance with the uniform static wind pressure requirements specified in this section.
- B. Exterior wall and roof openings shall be protected with impact resistant covers or designed to meet impact resistance requirements. For structures in Inland I area as adopted by the Texas Department of Insurance, glazed exterior openings shall be impact resistant or protected with an impact-resistant covering. For structures located in the Seaward area, all exterior openings shall be impact resistant or protected with an impact-resistant covering. Exterior openings shall include exterior doors, windows, overhead doors, and skylights. Exterior opening protection for windborne debris shall meet the requirements of an approved impact-resisting standard or ASTM E 1996 and ASTM E 1886. See section 1609.1.2 of the Texas revisions to the 2015 International Building Code for additional information.
- C. This project is located in the **SEAWARD** area.
- D. Contractor shall pay for engineering inspections and certifications required by Texas Department of Insurance for Windstorm.

1.3 DEFINITIONS

- A. Components and Cladding: elements of the building envelope (exterior wall and roof systems) that do not qualify as part of the main wind force-resisting system that are either directly loaded by the wind or receive wind loads originating at relatively close locations, and that transfer those loads to the main wind force resisting system. Examples: curtain walls, exterior glass windows and panels, roof sheathing, studs, soffits, etc.
- B. Exterior Wall and Roof Openings: Openings that are likely to be breached during high winds. Examples: windows, doors, roof hatches, louvers, etc.

1.4 DESIGN REQUIREMENTS

- A. Wind loads shall be determined from the pressures developed by a **150-mph** wind velocity (3-second gust), Exposure D, importance factor of 1.15, and appropriate

coefficients from the document American Society of Civil Engineers (ASCE) 7-10 "Minimum Design Loads for Buildings and Other Structures".

- B. Impact Resistance shall be as determined by the Texas Windstorm Code and section 1609.1.2 of the Texas revisions to the 2015 International Building Code.

1.5 SUBMITTALS

- A. All components and cladding listed in the Texas Windstorm Approved Materials catalog shall have the appropriate product evaluation number indicated on the submittal.
- B. Components and cladding not listed will require certification that they meet or exceed the design requirements of this section by the manufacturer.
- C. Installation instruction indicating fasteners, minimum attachment requirements, and other necessary pertinent information for installation shall be submitted.

1.6 EXECUTION

- A. The contractor shall provide and have available at the job site all necessary installation instructions during construction.
- B. Prior to covering or concealing the fasteners or connectors of the exterior elements, the contractor shall notify the architect and engineer in time to allow for a visual inspection as required for Windstorm Certification by the Engineer.
- C. Contractor shall furnish, upon completion, written confirmation to the structural engineer that the installation and materials used for all components and cladding elements is in conformance with the requirements of this section and the Texas Windstorm Code.

END OF SECTION

SECTION 01 5000
CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for construction facilities and temporary controls, including temporary utilities, support facilities, and security protection.
- B. Temporary utilities include, but are not limited to, the following:
 - 1. Water service and distribution.
 - 2. Temporary electric power and light.
 - 3. Temporary heat.
 - 4. Ventilation.
 - 5. Telephone Service.
 - 6. Sanitary facilities, including drinking water.
 - 7. Job Site Identification Signage
- C. Support facilities include, but are not limited to, the following:
 - 1. Heated and air conditioned field offices.
 - 2. Storage sheds.
 - 3. De-watering facilities and drains.
 - 4. Temporary enclosures.
 - 5. Temporary signs and bulletin boards.
 - 6. Waste disposal services.
 - 7. Rodent and pest control.
 - 8. Construction aids and miscellaneous services and facilities.
- D. Security and protection facilities include, but are not limited to, the following:
 - 1. Temporary fire protection.
 - 2. Barricades, warning signs, and lights.
 - 3. Environmental protection.

1.3 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
 - 1. Building code requirements.
 - 2. Health and safety regulations.

3. Utility company regulations.
 4. Police, fire department, and rescue squad rules.
 5. Environmental protection regulations.
- B. Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities".
1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code".
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.4 PROJECT CONDITIONS

- A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of permanent service.
- B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.
- C. Existing Utilities: Contractor shall identify, locate and protect all existing utilities on site, prior to demolition, including but not limited to:
- a. Contractor shall notify the appropriate utility company at least 24 hours prior to beginning the Work.
 - i. Nueces County Water Control and Improvement District No. 4 (Water and Sanitary Sewer): 361-749-5201;
 - ii. Port Aransas Gas Department: 361-749-6330.

PART 2 – PRODCUTS

2.1 MATERIALS

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

- B. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
- C. Water: Provide potable water approved by local health authorities.
- D. Open-Mesh Fencing: Provide 0.120-inch-thick, galvanized 2-inch chain-link fabric fencing 6 feet high with galvanized top strand and galvanized steel pipe posts, 1 ½ inches I.D. for line posts and 2 ½ inches I.D. for corner posts.

2.2 EQUIPMENT

- A. General: Provide new equipment. If acceptable to the Architect, the Contractor may use undamaged previously used equipment in serviceable condition. Provide materials suitable for use intended.
- B. Water Hoses: Provide ¾ inch, heavy duty, abrasion-resistant, flexible rubber hoses 100 feet long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
- C. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-Volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
- E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- F. Field Offices: Contractor shall provide temporary field offices on site.
- G. Provide self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- H. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-Rated, Class ABC, dry chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures.

1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities as directed by Architect/Owner to serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized used of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.
 1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
 3. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Architect. Neither the Owner nor Architect will accept cost or use charges as a basis of claims for Change Orders.
- B. Water Service: Install water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use. Contractor will pay for cost of water used during construction. Exercise measures to conserve water.
- C. Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnects, automatic ground-fault interrupters, and main distribution switch gear, as required.
- D. Temporary Lighting: Provide temporary lighting with local switching, as required.
 1. Install and operate temporary lighting that will fulfill security and protection requirements. Provide temporary lighting that will provide adequate illumination for construction operations and traffic conditions.
- E. Temporary Heat: Provide temporary heat required by construction activities for curing or drying of completed installations or for protection of installed construction from adverse

effects of low temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.

1. Use of gasoline-burning space heaters, open flame, or salamander heating units is prohibited.
- F. Temporary Telephones: Provide temporary telephone service throughout the construction period for all personnel engaged in construction activities. Install telephone on a separate line for each temporary office and first-aid station.
1. Provide a PC with e-mail access in the field office.
 2. Post a list of important telephone numbers.
- G. Sanitary facilities include temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
1. Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Provide covered waste containers for used material.
- H. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.
- I. Sewers and Drainage: If sewers are available, provide temporary connections to remove effluent that can be discharged lawfully. If sewers cannot be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off-site in a lawful manner.
1. Filter out excessive amounts of soil, construction debris, chemicals, oils, and similar contaminants that might clog sewers or pollute waterways before discharge.
 2. Connect temporary sewers to the municipal system, as directed by sewer department officials.
 3. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. Following heavy use, restore normal conditions promptly.

3.3 SUPPORT FACILITIES INSTALLATION

- A. Locate field offices, storage sheds, and other temporary construction and support facilities for easy access.
1. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
- B. Field Offices: Provide temporary offices of sufficient size to accommodate required office personnel at the Project Site. Keep the office clean and orderly for use for small progress meetings.

- C. Storage and Fabrication Sheds: Install storage and fabrication sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on-site.
- D. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
- E. Project Identification and Temporary Signs: Prepare project identification – 4' x 8' in size. Install signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative-treated wood. Do not permit installation of unauthorized signs.
 - 1. Project Identification Signs: Engage an experienced sign painter to apply graphics.
 - 2. Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors.
- F. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully. Contractor shall collect and submit to Owner a copy of all Load tickets confirming lawful disposal of all Waste material. Load tickets shall be submitted with each Pay Application.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer, as requested by the Architect.
- B. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations."
 - 1. Locate fire extinguishers where convenient and effective for their intended purpose.
 - 2. Store combustible materials in containers in fire-safe locations.
 - 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire-exposure areas.
 - 4. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

- C. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- D. Environmental Protection Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise.
- E. Restrict use of noise-making tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than the Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are the Contractor's property.
 - 2. At Substantial Completion, clean and renovate permanent facilities used during the construction period including, but not limited to, the following:
 - a. Replace significantly worn parts and parts subject to unusual operating conditions.
 - b. Replace lamps burned out or noticeable dimmed by hours of use.

END OF SECTION

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SECTION 01 6000
MATERIALS AND EQUIPMENT

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for governing the Contractor's selection of products for use in the Project.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 01 Section 01 3000 "Submittals" specifies requirements for submittal of the Contractor's Construction Schedule and the Submittal Schedule.

1.3 DEFINITIONS

- A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "systems", "structure", "finishes", "accessories", and similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.
 - 1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or take from previously purchased stock. The term "product" includes the terms "material", "equipment," "system", and terms of similar intent.
 - a. "Named Products" are items identified by the manufacturer's product name, including make or model number or other designation, shown or listed in the manufacturer's published product literature that is current as of the date of the Contract Documents.
 - 2. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the work.
 - 3. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

1.4 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.
- B. Compatibility of Options: When the Contractor is given the option of selecting between two (2) or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss including theft.
 - 1. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to the site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 - 5. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
 - 6. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.
 - 7. Store products subject to damage by the elements above ground, under cover in a weather tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

PART 2 – PRODUCTS

2.1 PRODUCT SELECTION

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, new at the time of installation.
 - 1. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.
 - 2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- B. Product Selection Procedures: The Contract Documents and governing regulations govern product selection. Procedures governing product selection include the following:
 - 1. Propriety Specification Requirements: Where Specifications name only a single product or manufacturer, provide the product indicated. No substitutions will be permitted.
 - 2. Semi-propriety Specification Requirements: Where Specifications name two (2) or more products or manufacturers, provide one (1) of the products indicated. No substitutions will be permitted.

3. Nonproprietary Specification: When Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements.
4. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
5. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements and are recommended by manufacturer for the application indicated.
 - a. Manufacturer's recommendations may be contained in published product literature or by the manufacturer's certification of performance.
6. Compliance with Standards, Codes, and Regulations: Where Specifications only require compliance with an imposed code, standard, or regulation, select a product that complies with the standards, codes, or regulations specified.
7. Visual Matching: Where Specifications require matching an established Sample, the Architect's decision will be final on whether a proposed product matches satisfactorily.
8. Visual Selection: Where specified product requirements include the phrase "...as selected from manufacturer's standard colors, patterns, textures..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Architect will select the color, pattern, and texture from the product line selected.

PART 3 – EXECUTION

3.1 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.
 1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION

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**SECTION 01 7000
CONTRACT CLOSEOUT**

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for contract closeout including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Project record document submittals.
 - 3. Operation and maintenance manual submittal.
 - 4. Submittal of warranties.
 - 5. Final cleaning.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Closeout requirements for specific construction activities.
 - 2. Division 01 Section 01 2000 "Project Meetings" for project closeout meeting.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
 - 1. Comply with the General Conditions Contractor (Punch-list) comprehensive list of items to be completed or corrected.
 - 2. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.
 - a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 - b. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
 - 3. Advise the Owner of pending insurance changeover requirements.
 - 4. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
 - 5. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 6. Complete startup testing of systems and instruction of the Owner's operation and maintenance personnel. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.

7. Complete final cleanup requirements, including touch-up painting.
 8. Touch up and otherwise repair and restore marred, exposed finishes.
- B. Inspection Procedures: On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

1.4 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
 3. Submit a certified copy of the Architect's final inspection list of items to be completed or corrected, endorsed and dated by the Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Architect.
 4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion or when the Owner took possession of and assumed responsibility for corresponding elements for the Work.
 5. Submit consent of surety to final payment.
 6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Re-inspection Procedure: The Architect will re-inspect the Work upon receipt of notice that the Work including inspection list items from earlier inspections, has been completed, except for items show completion is delayed under circumstances acceptable to the Architect.
1. If the Work is incomplete, the Architect will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
 2. If necessary, re-inspection will be repeated one time for a total of two (2) punch-list inspections, including the Substantial Completion punch-list. Additional re-inspections required due to Contractor's failure to complete the punch-list will be billed to the Contractor at the Architect's customary billing rates for the personnel involved.

1.5 RECORD DOCUMENT SUBMITTALS

- A. General: Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the Architect's reference during normal working hours.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
 - 1. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work.
 - 2. Mark new information that is important to the Owner but was not shown on Contract Drawings or Shop Drawings.
 - 3. Note related change order numbers where applicable.
 - 4. Organize record drawing sheets into manageable sets. Bind sets with durable paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda. Include with the Project Manual one (1) copy of other written construction documents, such as Change Orders and modifications issued in printed form during construction.
 - 1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
 - 2. Give particular attention to substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.
 - 3. Not related record drawing information and Product Data.
 - 4. Upon completion of the Work, submit record Specifications to the Architect for the Owner's records.
- D. Record Product Data: Maintain one (1) copy of each Product Data submittal. Note related Change Orders and markup of record drawings and Specifications.
 - 1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations.
 - 2. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned later by direct observation.
 - 3. Upon completion of the markup, submit complete set of record Product Data to the Architect for Owner's records.
- E. Maintenance Manuals: Organize operation and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual, heavy-duty, 2-inch, 3-ring, vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate

identification on front and spine of each binder. Submit three (3) copies of the final maintenance manual prior to final acceptance of the project. Include the following types of information:

1. Emergency instructions.
2. Spare parts list.
3. Copies of warranties.
4. Wiring diagrams.
5. Recommended "turn-around" cycles.
6. Inspection procedures.
7. Shop Drawings and Product Data.
8. Contact names, addresses and telephone numbers for service and supplies.

- F. Electronic Submission Requirements: Provide Thumb Drive electronic copies (PDF format) of all final submittals, shop drawings, product data, record drawings, record specifications and maintenance manuals. Organize electronic files to match submitted paper documents.

PART 2 – PRODUCTS

PART 3 – EXECUTION

3.1 CLOSEOUT PROCEDURES

- A. Operation and Maintenance Instructions: Arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:
1. Maintenance manuals
 2. Record documents
 3. Spare parts and materials
 4. Tools
 5. Lubricants
 6. Fuels
 7. Identification systems
 8. Control sequences
 9. Hazards
 10. Cleaning
 11. Warranties and bonds
 12. Maintenance agreements and similar continuing commitments.
- B. As part of instruction for operating equipment, demonstrate the following procedures:
1. Startup
 2. Shutdown
 3. Emergency operations
 4. Noise and vibration adjustments
 5. Safety procedures
 6. Economy and efficiency adjustments

7. Effective energy utilization
8. Interlocking operation with other systems.

3.2 FINAL CLEANING

- A. General: The General Conditions require general cleaning during construction. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion.
 1. Remove labels that are not permanent labels.
 2. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials.
 3. Replace chipped or broken glass and other damaged transparent materials.
 4. Clean exposed exterior and interior hard-surfaced finishes to dust-free conditions, free of stains, films, and similar foreign substances. Restore reflective surface to their original condition. Leave concrete floors broom clean.
 5. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps. Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign substances. Rake grounds that are neither paved nor planted to a smooth, even-textured surface.
- C. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
- D. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems.
- E. Remove waste materials from the site and dispose of lawfully.
 1. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by Owner.

END OF SECTION

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**SECTION 01 7100
CLEAN UP**

PART 1 – GENERAL

1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Cleaning for Specific Products of Work: Specification Section for that Work.

1.2 SAFETY REQUIREMENTS

- A. Maintain project in accordance with laws, ordinances and rules of legal regulatory agencies.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Use only cleaning materials recommended and allowed by law.

PART 3 – EXECUTION

3.1 DURING CONSTRUCTION

- A. Execute cleaning to insure that grounds, adjacent property, and public properties are maintained free from accumulations of waste materials and rubbish.
- B. Wet down dry materials to prevent blowing dust on site.

3.2 FINAL CLEANING

- A. Employ experienced workmen, or professional cleaner for final cleaning.
- B. Remove grease, dust, dirt, stains, labels, fingerprints and other foreign materials from sight exposed interior and exterior finishes.
- C. Broom clean paved surfaces; rake clean other surfaces of grounds.
- D. Maintain site clean up until project is complete.
- E. At completion of Work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials and clean sight-exposed surfaces; leave project site clean and neat.

END OF SECTION

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SECTION 01 7400 WARRANTIES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for warranties required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 01 Section 01 3000 "Submittals" specifies procedures for submitting warranties.
 - 2. Division 01 Section 01 7000 "Contract Closeout" specifies contract closeout procedures.
- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.3 DEFINITIONS

- A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement.

The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights or remedies.
 - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTALS

- A. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
 - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within 15 days of completion of that designated portion of the Work.
- B. When the Contract Documents require the Contractor, or the Contractor and subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect, for approval prior to final execution.
- C. Prepare a written document utilizing the appropriate form, ready for execution by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Submit a draft to the Owner, through the Architect, for approval prior to final execution.

- D. Form of Submittal: At Final Completion compile three (3) copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer.
- E. Bind warranties in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness a necessary to accommodate contents, and sized to receive 8 ½ x 11-inch paper.
 - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty.
 - 2. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.
 - 3. Identify each binder on the front and spine with a typed or printed tile "WARRANTIES", Project title or name, and name of the Contractor.
 - 4. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 – PRODUCTS: Not Applicable

PART 3 – EXECUTION: Not Applicable

END OF SECTION

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SECTION 01 7810
PROJECT RECORD DOCUMENTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project record documents, including, but not limited to, the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 01 Section 01 7000 “Contract Closeout” for general closeout procedures and maintenance manual requirements.
 - 2. Division 01 Section 01 7820 “Operation and Maintenance Data” for operation and maintenance manual requirements.

1.3 SUBMITTALS

- A. Record Drawings: Comply with the following.
 - 1. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Final Submittal: Submit one (1) set of marked-up Record Prints.
 - b. Submit one (1) electronic copy (PDF file format) of marked-up Record Drawings and Specifications.

PART 2 – PRODUCTS

1.1 RECORD DRAWINGS

- A. Record Prints: Maintain one (1) set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
 - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - 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 rerouting of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Locations of concealed internal utilities.
 - i. Changes made by Change Order or Construction Change Directive.
 - j. Changes made following Architect's written orders.
 - k. Field records for variable and concealed conditions.
 - l. Record information on the Work that is shown only schematically.
 - 3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 - 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 - 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. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing Record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
- 1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
 - 2. Consult with Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared Record Drawings into Record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- C. Format: Identify and date each Record Drawing: Include designation "PROJECT RECORD DRAWING" in a prominent location.
- 1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets.
 - 2. Identification: as follows:
 - a. Project name
 - b. Date
 - c. Designation "PROJECT RECORD DOCUMENTS"
 - d. Name of Architect
 - e. Name of Contractor

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specification, 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 propriety name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 - 3. Record the name of the manufacturer, supplier, installer, and other information necessary to provide a record of selections made.
 - 4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
 - 5. Note related Change Orders, Record Drawings, and Product Data where applicable.

PART 3 – EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one (1) copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of the Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION

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SECTION 01 7820
OPERATION AND MAINTENANCE DATA

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project record documents, including, but not limited to, the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Emergency manuals.
 - 3. Operation manuals for systems, subsystems, and equipment.
 - 4. Maintenance manuals for the care and maintenance of products, materials, finishes, systems and equipment.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 01 Section 01 3000 "Submittals" for submitting copies of submittals for operation and maintenance manuals
 - 2. Division 01 Section 01 7000 "Contract Closeout" for submitting operation and maintenance manuals.
 - 3. Division 01 Section 01 7810 "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 SUBMITTALS

- A. Final Submittal: Submit one (1) copy of each manual in final form at least 15 days before substantial completion. Architect will return copy with comments within 15 days following substantial completion.
 - 1. Correct or modify each manual to comply with Architect's comments. Submit three (3) copies of each corrected manual within 15 days of receipt of Architect's comments.

1.5 COORDINATION

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 – PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
 - 1. List of documents.
 - 2. List of systems.
 - 3. List of equipment.
 - 4. Table of Contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with the same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title Page.
 - 2. Table of Contents.
 - 3. Manual Contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of Submittal.
 - 5. Name, address, and telephone number of Contractor.

6. Name and address of Architect.
 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
1. Binders: Heavy-duty, 3-ring, vinyl covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple volume sets.
 2. Dividers: Heavy paper dividers with plastic covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
 4. Supplementary Text: Prepared on 8-1/2-by-11-inch, white bond paper.
 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 OPERATION MANUALS

- A. Content: In addition to requirements in the Section, include operation data required in individual Specification Sections and the following information:
 - 1. Systems, subsystem, and equipment descriptions.
 - 2. Performance and design criteria if Contractor is delegated design responsibility.
 - 3. Operating standards.
 - 4. Operating procedures.
 - 5. Operating logs.
 - 6. Wiring diagrams.
 - 7. Control diagrams.
 - 8. Piped system diagrams.
 - 9. Precautions against improper use.
 - 10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Equipment identification with serial number of each component.
 - 4. Equipment function.
 - 5. Operating characteristics.
 - 6. Limiting conditions.
 - 7. Performance curves.
 - 8. Engineering data and tests.
 - 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
 - 1. Startup procedures.
 - 2. Equipment or system break-in procedures.
 - 3. Routing and normal operating instructions.
 - 4. Regulation and control procedures.
 - 5. Instructions on stopping.
 - 6. Normal shutdown instructions.
 - 7. Seasonal and weekend operating instructions.
 - 8. Required sequences for electric or electronic systems.
 - 9. Special operating instruction and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.4 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in the manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

- C. **Manufacturers' Maintenance Documentation:** Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard printed maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. **Maintenance Procedures:** Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training videotape, if available
- E. **Maintenance and Service Schedules:** Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. **Scheduled Maintenance and Service:** Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. **Maintenance and Service Record:** Include manufacturers' forms for recording maintenance.
- F. **Spare Parts List and Source Information:** Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. **Maintenance Service Contracts:** Include copies of maintenance agreements with name and telephone number of service agent.
- H. **Warranties:** Include copies of warranties and lists of circumstances and conditions that would affect validity of warranties.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 – EXECUTION

3.1 MANUAL PREPARATION

- A. **Operation and Maintenance Manuals:** 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.

- B. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data includes more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- C. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.
 - 2. Comply with requirements of newly prepared Record Drawings in Division 01 Section 01 7810 "Project Record Documents".
- D. Comply with Division 01 Section 01 7000 "Contract Closeout" for the schedule for submitting operation and maintenance documentation.

END OF SECTION

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