

INVITATION TO BID



KENAI PENINSULA BOROUGH Purchasing and Contracting

ITB17-035

Bear Creek Multi-Use Facility Exterior Surfaces and Interior Completion

Release Date: April 18, 2017

Pre-Bid Conference: April 28, 2017, 10:00 AM
Bear Creek Multi-Use Facility
13105 Seward Highway, Seward, AK

Bid Due Date: May 10, 2017, no later than 2:00 PM
Kenai Peninsula Borough
Purchasing and Contracting Office
47140 E Poppy Lane, Soldotna, Alaska 99669

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KENAI PENINSULA BOROUGH

Purchasing & Contracting
47140 E Poppy Lane • Soldotna, Alaska 99669-7520
Phone: (907) 714-2260 • Fax: (907) 714-2373
www.kpb.us/purchasing

**MIKE NAVARRE
BOROUGH MAYOR**

INVITATION TO BID

ITB17-035 Bear Creek Multi-Use Facility Exterior Surfaces and Interior Completion

The Kenai Peninsula Borough hereby invites qualified firms to submit a firm price for acceptance by the Borough to Bear Creek Multi-Use Facility – Exterior Surfaces and Interior Completion. The project consists of the following:

Replacing exterior siding and painting. Tenant improvements on 1600 square foot unfinished interior space, including: concrete, framing, drywall, drywall finishing, painting, suspended ceiling, flooring, mechanical and electrical work.

A pre-bid conference will be held at the Bear Creek Multi-Use Facility, 13105 Seward Highway, Seward, AK at 10:00 am on April 28, 2017. Attendance at the pre-bid is not mandatory but is strongly recommended. If you are unable to attend but would like to participate, we are offering the opportunity for you to call in and join the pre-bid meeting. The number to call is (907)262-2044.

This contract is subject to the provision of State of Alaska, Title 36, Minimum Wage Rates. The subsequent contract will require certificates of insurance and may require performance and payment bonds.

Bid documents may be obtained beginning April 18, 2017 online at <http://www.kpb.us/purchasing/opportunities>. Hard copies can be picked up at the Purchasing and Contracting Department, 47140 E Poppy Lane, Soldotna, Alaska 99669, phone (907) 714-2260 for a non-refundable fee of \$20.00.

One (1) complete set of the bid package may be submitted electronically through BidExpress.com or in hard copy to the Kenai Peninsula Borough, Purchasing and Contracting Department at 47140 E Poppy Lane, Soldotna, Alaska 99669. If submitting a hard copy bid, these forms must be enclosed in a sealed envelope with the bidder's name on the outside and clearly marked:

BID: ITB17-035 Bear Creek Multi-Use Facility
Exterior Surfaces and Interior Completion
DUE DATE: May 10, no later than 2:00 PM

Kenai Peninsula Borough

Publish:	Peninsula Clarion	April 18, 2017
	Alaska Dispatch News	April 18, 2017
	Seward Journal	April 26, 2017

INSTRUCTIONS TO BIDDER

1. GENERAL:

These instructions specify the form and procedures for the submission of a complete and acceptable bid. (See Bid Form.)

In an effort to make the solicitation process more efficient and cost effective for both vendors and the agency, the Kenai Peninsula Borough has adopted an electronic bidding process for Invitations to Bid and Requests for Proposal. Electronic bids/proposals may be submitted at the BidExpress.com website as the primary method of bid/proposal submission. For a limited time, paper bids/proposals will continue to be accepted, but it is strongly recommended vendors become familiar with the electronic process as soon as possible to prepare for future plans to only accept electronic bids/proposals.

2. EVIDENCE OF QUALIFICATIONS:

Upon request of the Owner, a Bidder whose Bid is under consideration for the award of the Agreement shall submit promptly to the Owner satisfactory evidence of the Bidder's financial resources, their experience, their performance in completing other projects of a similar nature, and the organization and equipment they have available for the performance of the Agreement.

3. BIDDER QUALIFICATIONS:

Before the Bid is considered for award, the Purchasing and Contracting Director reserves the right to determine whether or not a Bidder is responsible and to require the Bidder to complete a Bidder Qualification Form and/or a current financial statement prepared by a Certified Public Accountant. The Purchasing and Contracting Director shall determine whether a Bidder is responsible on the basis of the following criteria:

- The skill and experience demonstrated by the Bidder in performing Agreements of a similar nature.
- The Bidder's record for honesty and integrity.
- The Bidder's capacity to perform in terms of facilities, personnel, and financing.
- The Bidder's past performance under Borough Agreements. If the Bidder has failed in any material way to perform its obligations under any Agreement with the Borough, the Bidder may be determined as a non-responsible Bidder.
- A Bidder's representations concerning their qualifications will be construed as a covenant under the Agreement. Should it appear that the Bidder has made a material misrepresentation, the Borough shall have the right to terminate the Agreement for the Contractor's breach, and the Borough may then pursue such remedies as provided in the Agreement Documents or as provided by state statute, borough code, or as appropriate.

Any determination that a Bidder is non-responsible will be made by the Purchasing and Contracting Director. Such determination will be made in writing to the Bidder setting forth the reasons for such determination.

4. CONDITIONS AFFECTING THE WORK:

The Bidder shall examine carefully the site of the proposed work and the Bidding Documents before submitting a Bid. The submission of a Bid shall be an admission that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements and accuracy of the Bidding Documents.

The Borough assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents, or employees prior to the execution of this Agreement, unless such understanding or representations are expressly stated in the Bidding Documents or Addenda.

The Bidder shall include in their Bid sufficient sums to cover all items required by the Agreement and the conditions of the site(s), and shall rely entirely upon their own examination in making their Bid. The submission of a Bid shall be taken as prima facie evidence of compliance with this paragraph.

If material required for bidding purposes by these documents is absent, the bidder is required to notify the Purchasing and Contracting Director by facsimile (907) 714-2373, by e-mail to purchasing@kpb.us or by submitting the information/question through the online questions and answers process at BidExpress.com.

5. SECURITY TO BE FURNISHED BY BIDDER

If the bid exceeds \$100,000 the following apply: Certified check, bank cashier's check, or bid bond, made payable to the Kenai Peninsula Borough amount equal to five (5%) percent of the total bid, shall accompany each bid as evidence of good faith, a guarantee that if awarded the contract, the Bidder will execute the contract and give bond as required. All Bidder's checks or bid bonds will be retained until the successful bidder has entered into a satisfactory contract and furnished bonds, as required. The successful Bidder shall furnish the Owner a Performance and Payment bond in the full amount of the Agreement and shall maintain the Bond in force during the continuance of the Agreement. The bonds must be furnished prior to the Owner's execution of the contract. The Bond shall be for the faithful performance of the Agreement in all respects including, but not limited to, payments for all materials and labor. All alterations, extensions of time, additional work, and other changes authorized by the Agreement Documents may be made without securing the consent of the Surety or Sureties. Power-of-Attorney for the person signing the Bond for the Surety must be submitted with the Bond. These bonds, in whatever amount required by the specific contract, shall be administered and deemed governed by the provisions of Alaska Statutes Title 36, Chapter 25, and shall comply with all requirements for payment and submission of claims as provided by that chapter.

6. LICENSING

Section 43.70.020 of the Alaska State Statutes requires that all businesses wishing to engage in business in Alaska obtain a license. All bidders are required to furnish, on the Bid Form, a current, valid Alaska Business License Number and, if applicable, a current, valid Contractor's

License Number, Specialty Contractor License Number, etc. Failure to submit all required information on the Bid Form may result in rejection of the Contractor's bid.

7. TAX COMPLIANCE CERTIFICATE

Kenai Peninsula Borough Code requires that businesses or individuals contracting to do business with the Kenai Peninsula Borough be in compliance with Borough tax provisions. No contract will be awarded to any individual or business who is found to be in violation of the Borough Code of Ordinances in the several areas of taxation. The *Tax Compliance Certificate* must be signed by the bidder and submitted with the bid. (Note: Tax Compliance Certificates are not required to be approved by the Boroughs Finance Department prior to submitting a bid.)

8. LOCAL PREFERENCE

A 5 percent local preference policy has been established and may be applied to all purchases under \$50,000. A local business is defined as: any business or company having a physical presence in the Borough, registered in the Borough to collect sales tax, and locally provides the products and services sought.

9. INTERPRETATION OR CORRECTIONS OF BID DOCUMENTS

Bidders shall notify the Purchasing and Contracting Director promptly of any error, omission, or inconsistency that may be discovered during examination of the Bid Documents and the proposed work site. Requests from Bidders for interpretation or clarification of the Bid Documents shall be made in writing to the Purchasing and Contracting Director and shall arrive no later than 5:00 PM on May 3, 2017. Questions may be submitted through the online questions and answers section of this bid on BidExpress.com, faxed to (907) 714-2373 or emailed to purchasing@kpb.us. The subject line of the email should read, "Questions: ITB17-035 Bear Creek Multi-Use Facility Exterior Surfaces and Interior Completion".

Oral questions may be presented at a pre-bid conference if one is provided for in the Bid Documents. Interpretations, corrections, material substitution requests or changes, if any, to the Bid Documents shall be made by Addendum. Bidders shall not rely upon interpretations, corrections, and changes made in any other manner, including orally, at the pre-bid conference. Interpretations, corrections, and changes shall not be binding unless included in an Addendum. All Addenda issued during the time of bidding shall become part of the Agreement Documents. Questions or requests for clarifications shall be directed to the Borough's Purchasing and Contracting Director. Questions or requests for clarification directed to any other member of the Borough staff may be grounds for rejection of the bid as being irregular. Only written interpretations or corrections by addendum shall be binding, and no other forms of interpretation or correction will be binding on the Borough.

It is the Bidder's sole responsibility to ascertain that they have received all Addenda issued by the Purchasing and Contracting Office. Addenda will be issued electronically and/or by facsimile. All Addenda must be acknowledged in the space provided on the Bid Form. If no Addendum has been issued, leave blank or write or type "N/A" on the Bid Form in the space provided.

10. PREPARATION AND SUBMISSION OF BIDS

- Bids must be received by no later than the time and at the place stated in the Invitation to Bid (Kenai Peninsula Borough Purchasing & Contracting Department, 47140 E Poppy Lane, Soldotna, Alaska 99669).
- Paper bids must be submitted on the bid form furnished. Paper bids must be completed in ink or by typewriter, and must be manually signed by an authorized person. If erasures or other changes appear on the forms, the person signing the bid must initial each erasure or change in ink.
- Bids shall specify a unit or lump sum price, typed or written in ink in figures, for each bid item called for. In case of error in the extension of prices, the unit price will govern. Bids may be rejected if they show any omissions, alteration of the forms, additions not called for, conditional or alternate bids not called for, qualified bids, or irregularities of any kind.
- It is expressly agreed that the quantities shown in the Bid Form, whether for a "Unit Price Bid" or in connection with a "Lump Sum Bid" given under the heading "Bid Form" are approximate only for use as a basis for comparison of Bids and are not to be taken to be either representations or warranties. The Owner does not expressly, nor by implication, agree that the actual amount of work will correspond therewith.
- The Bid Schedule invites bids on definite plans and specifications. Only the amounts and information asked for on the Bid Schedule will be considered as the bid. Each bidder shall bid upon the work exactly as specified and as requested on the Bid Schedule, and bidders shall bid upon all alternates as indicated. When bidding on an alternate for which there is no charge, Bidder Shall Write the words "no charge" in the space provided.
- Electronic bids may be submitted by following the submission process through BidExpress.com. All bidders planning to submit bids electronically must first register on BidExpress.com and create an Info Tech Digital ID, which is used to digitally sign bids.
- If submitting a paper bid, one (1) complete set of the bid package (which shall include the Bid Form, Tax Compliance Certificate, and bid schedule, if applicable) shall be completely sealed in an envelope clearly marked with the Bidder's company name and the following:

Bid for: ITB17-035 Bear Creek Multi-Use Facility –
Exterior Surfaces and Interior Completion
Due Date: May 10, 2017, no later than 2:00 pm

- Bids received without all the required documents may be considered non-responsive. Bids received after the closing time will be considered non-responsive and will not be read.
- No responsibility shall be attached to the owner for the premature opening of, or the failure to open a bid not properly addressed and identified.

- Please note that overnight delivery from the lower 48 states is generally not available. Prospective bidders should anticipate a minimum of two (2) to three (3) days' delivery time for express, priority or expedited delivery services.
- Please note that it can take up to five (5) business days to activate a digital signature for electronic bids and process your Digital ID. It is highly recommended that a Digital ID be enabled a minimum of 48 hours in advance of submitting an electronic bid.

11. MODIFICATION OF BIDS

Bid modifications will be accepted by the Borough, and binding upon the Bidder, where the modification:

- Is received by the Owner at the place designated for submission of bids prior to the deadline.
- Is sealed in an envelope clearly stating "Bid Modification," the name of the project, and the Bidder's company name.
- Is signed by the same individual who signed the original bid.

Should there be more than one bid modification from a Bidder, the last modification received prior to the deadline shall be opened and applied to the bid. All earlier modifications shall be returned to the Bidder unopened.

Modifications to electronically submitted bids may be made any time prior to the bid deadline using BidExpress.com.

Any modification which fails to meet any requirement of this section shall be rejected, and the bid shall be considered as if no modification had been attempted.

12. WITHDRAWAL OF BID

At any time prior to scheduled closing time for receipt of bids, any bidder may withdraw their bid, either personally or by written request.

After the scheduled closing time for receipt of bids, no bidder will be permitted to withdraw their bid unless Notice of Award is delayed for a period exceeding Forty-five (45) days.

A bid may not be withdrawn after opening without the written consent of the Borough.

13. ACCEPTANCE – REJECTION OF BIDS

The Borough reserves the right to reject any or all bids, to waive minor irregularities in any bids or in the bidding procedure, and to accept any bid presented which meets or exceeds said specifications and which is deemed to be in the best interest of the Borough. However, the requirements for timeliness and manual signatures shall not be waived. The Borough is not obligated to accept the lowest bid and is not responsible for bid preparation costs.

If any bidder has interest in more than one bid, all bids in which such bidder has interest shall be rejected.

14. EXECUTION OF CONTRACTS

The successful bidder shall be required to execute a contract for the work within ten (10) days after receiving the contract documents from Owner; if Contractor does not return executed copies within this time, then, at the option of Owner, the bid may be rejected.

15. AWARD OF CONTRACT

It is the intent of the Borough to award the bid to the lowest, qualified, responsive and responsible bidder. Unless otherwise stated in the Bid Documents, the Agreement, if awarded, shall be awarded to the responsible Bidder who submits the lowest responsive bid. When Bid Documents contain a base bid and alternates, only the total of the base bid and the alternates to be awarded shall be used to determine the low bidder.

The amount of the Agreement shall be the total sum of the amounts computed from the estimated quantities and unit prices and/or the lump sum awarded by the Purchasing and Contracting Director and specified in the Agreement.

On all Bids, Notice of Award or rejection will be given within Forty-five (45) days of Bid opening. The notice will be in writing and signed by the Purchasing and Contracting Director. A Notice of Intent to Award, and no other act of the Borough or its representatives, constitutes an acceptance of a Bid. The acceptance of a Bid shall bind the successful Bidder to execute the Agreement.

16. TIMELINE

Advertise for Bids.....	April 18, 2017
Pre-Bid Meeting	April 28, 2017
Final Questions Due, by close of business.....	May 3, 2017
Bids Due at KPB Purchasing and Contracting Office, no later than 2:00 PM.....	May 10, 2017
Substantial Completion	70 days from Notice to Proceed

17. CONFLICTS OF INTERESTS

No member of the governing body of the Kenai Peninsula Borough or other officer, employee or agent of the Borough who exercises any functions or responsibilities in connection with the carrying out of the project shall have any personal interests, direct or indirect, in any ensuing contract as a result of this Invitation to Bid, **without first disclosing his/her potential conflict, by submitting a letter to the Borough Clerk's Office establishing their "intent to do business with the Borough" (KPB 2.58.050).** The contractor for itself and its principal employees, officers, agents, directors or shareholders covenants that neither the contractor nor any of the listed classes of individuals has nor shall acquire any interest, direct or indirect, in the project, direct or indirect, to which the contract pertains which would conflict in any manner or degree with the performance of its work hereunder. The selected bidder further covenants that in its performance of the contract no person having such interest shall be employed, **without first disclosing his/her potential conflict.**

18. APPEAL PROCESS

A bidder adversely affected by the provisions of Chapter 5.28 of the KPB Code, or regulations promulgated thereunder, or by any acts of the Borough in connection with the award of this contract may file a bid protest personally received at the office of the Borough Purchasing and Contracting Director within three (3) business days after the notice of intent to award is provided. This appeal must comply with the requirements of KPB 5.28.320 of the Borough code and may be hand delivered, delivered by mail, or by facsimile at (907) 714-2373. A fee of \$300 shall be paid to the Borough and must be received by the deadline for filing the written appeal. This fee shall be refundable if the appellant prevails in the appeal to the mayor or assembly.

19. FUNDING SOURCE

Funding for this project is a result of a grant from the State of Alaska, Department of Commerce, Community and Economic Development. Portions of the grant agreement require the Borough to bind all contracts involving grant funds to the terms of the grant agreement. All contractors wishing to submit bids on the Bear Creek Fire Service Area Fire Station Completion & Start Up project must agree to comply with all applicable requirements of this Grant agreement as noted below. Contractors wishing to review the entire Grant agreement may do so by clicking on the document "Grant Agreement".

Article 5 - Access to Records: The Department and duly authorized officials of the State of Alaska shall have full access and the right to examine, excerpt, or transcribe any pertinent documents, papers, records, and books of the Grantee, and of persons or organizations with which the Grantee may contract, involving transactions related to the project and this Grant Agreement.

Article 7 - Retention of Records: The Grantee shall retain financial and other records relating to the performance of this Grant Agreement for a period of six years from the date when the final financial status report is submitted to the Department, or until final resolution of any audit findings, claims, or litigation related to the grant.

Article 13 - Obligations Regarding Third-Party Relationships: None of the Work specified in this Grant Agreement shall be contracted by the Grantee without prior approval of the Department. No permission for subcontracting shall create, between the Department or the State of Alaska and the subcontractor, any contract or any relationship. The Grantee shall remain fully obligated under the provisions of this Grant Agreement notwithstanding its designation of any third party or parties of the undertaking of all or any part of the project described herein. Any subcontractor that is not the Grantee shall be required by the Grantee to comply with all the provisions of this Grant Agreement.

The Grantee shall bind all subcontractors to each and every applicable Grant Agreement provision. Each subcontract for work to be performed with funds granted under this Grant Agreement shall specifically include a provision that the Department and the State of Alaska are not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the subcontracts.

Article 27 - Subcontracts for Engineering Services: In the event that the Grantee subcontracts for engineering services, the Grantee will require that the engineering firm certify that it is authorized to do business in the State of Alaska. In the event that the engineering firm is also the project administrator, the Grantee shall require that the bond or insurance shall be for not less than the amount of the entire project.

Article 30 - Equal Employment Opportunity (EEO): The Grantee may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood. The Grantee shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph. The Grantee shall state, in all solicitations or advertisements for employees to work on state funded projects that it is an equal opportunity employer (EEO) and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Grantee shall include the provisions of this EEO article in every contract relating to this Grant Agreement and shall require the inclusion of these provisions in every agreement entered into by any of its contractors, so that those provisions will be binding upon each contractor or subcontractor.

Article 38 - Audit Requirements: The Borough must comply with the audit requirements of the Alaska Administrative Code set forth in 2 AAC 45.010. As specific to third party: **2 AAC 45.010 (j)** A third party that receives \$500,000 or more in state financial assistance shall comply with the requirements of this section. That entity shall also ensure that appropriate corrective action is taken within six months after a third party's noncompliance with an applicable state statute or regulation, or financial assistance agreement, is disclosed.

A copy of the most current 2 AAC 45.010 adopted regulations is available at the State Single Audit website: <http://doa.alaska.gov/dof/ssa/index.html>.

Article 40 - Americans with Disabilities Act: The Americans with Disabilities Act (ADA) prohibits discrimination against persons with disabilities. Title I of the ADA prohibits discrimination against persons with disabilities in employment and provides that a reasonable accommodation be provided for applicants and employees. Title II of the Act prohibits public agencies from discriminating against individuals with disabilities in the provision of services, programs, or activities. Reasonable accommodation must be made to ensure or allow access to all services, programs, or activities. This section of the Act includes physical access to public facilities and requires that public entities must, if necessary, make modifications to their facilities to remove physical barriers to ensure access by persons with disabilities. All new construction must also be accessible to persons with disabilities. A public entity's subgrantees or contractors must also comply with the ADA provisions. Grantees are responsible for assuring their compliance with the ADA.

**BID FORM
ITB17-035
Bear Creek Multi-Use Facility – Exterior Surfaces and Interior Completion
Page 1 of 2**

- BIDDER ACKNOWLEDGEMENT**
1. To accept the provisions of the Instructions to Bidders.
 2. To furnish all labor and materials and to accomplish the works and/or services in accordance with the Bid Documents.
 3. The undersigned declares, under penalty of perjury under the laws of the United States, that neither he/she nor the firm, association or corporation of which he/she is a member, has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

ADDENDA ACKNOWLEDGEMENT

In submitting this bid, I certify that I have examined the Bid and Specification documents, have received Addenda Nos. , and have included their provisions in my bid.

SIGNATURE REQUIREMENT

Firm Name _____

Address _____

City _____ State _____ Zip _____

Representative _____ Title _____

Email Address _____

Telephone _____ Fax _____

The undersigned has read the foregoing and hereby agrees to the conditions stated therein by affixing his/her signature below:

Signature of Authorized Company Representative **Date**

Bidder Checklist:
Bid Form: ____
Bid Schedule (if applicable) ____
Tax Compliance Form ____
Bid Bond (if applicable) ____

Licensing Information:
Alaska Business License # _____
Contractor License (if applicable) # _____
Specialty Contractor License # (if applicable) _____

BID FORM
ITB17-035
Bear Creek Multi-Use Facility – Exterior Surfaces and Interior Completion
Page 2 of 2

BID SHEET

BASE BID (materials and labor as required to complete the project): \$ _____

Company Name

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto _____, as the OWNER in the penal sum of _____ for the payment of which, well and truly made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____, 20___. The Principal has submitted to _____ a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the _____.

NOW, THEREFORE,

- (a) If said BID shall be rejected or
- (b) If said BID shall be accepted and the principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID), and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agree that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

By: _____

IMPORTANT- - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Kenai Peninsula Borough

144 N. Binkley
Soldotna, Alaska 99669-7599

BUSINESS: (907) 714-2197 or (907) 714-2175
FAX: (907) 714-2376



TAX COMPLIANCE CERTIFICATION

FILL IN ALL INFORMATION REQUESTED, SIGN AND DATE, AND SUBMIT WITH BID OR PROPOSAL

Reason for Certificate: _____ For (Dept.): _____
 Date Rec'd by Finance: _____ Business Name: _____
 Owner Name(s): _____ a. Individual _____
 Business Mailing Address: _____ b. Corporation _____
 Telephone: _____ Fax: _____ c. Partnership _____
 E-mail: _____ d. Other _____

As a business or individual, have you ever conducted business or owned real or personal property within the Kenai Peninsula Borough? Yes ___ No ___ (If yes, please supply the following account numbers and sign below. If no, please sign below.)
 Kenai Peninsula Borough Code of Ordinances, Chapter 5.28.140, requires that businesses/individuals contracting to do business with the Kenai Peninsula Borough be in compliance with Borough tax provisions. No contract will be awarded to any individual or business who is found to be in violation of the Borough Code of Ordinances in the several areas of taxation.

REAL/PERSONAL/BUSINESS PROPERTY ACCOUNTS

Number	Account Name
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

<u>TAX ACCOUNTS/STATUS</u>	
(TO BE COMPLETED BY BOROUGH PERSONNEL)	
YEAR LAST PAID	BALANCE DUE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

 Kenai Peninsula Borough Finance Dept (Signature Required)

 Date IN COMPLIANCE
 YES NO

SALES TAX ACCOUNTS

Number	Account Name
_____	_____
_____	_____
_____	_____

<u>TAX ACCOUNTS/STATUS</u>		
(TO BE COMPLETED BY BOROUGH PERSONNEL)		
FILED THRU	M/F's	BALANCE DUE
_____	_____	_____
_____	_____	_____
_____	_____	_____

 Kenai Peninsula Borough Sales Tax (Signature Required)

 Date IN COMPLIANCE
 YES NO

I, _____, the _____, hereby certify that, to the best of my knowledge, the above
 (Name of Applicant) (Title)
 information is correct as of _____.
 (Date) (Signature of Applicant - Required)

***** IF ANY BUSINESS IS CONDUCTED OR IS AWARDED A BID WITHIN THE KENAI PENINSULA BOROUGH YOU MUST BE REGISTERED TO COLLECT SALES TAX. THE SALES TAX DEPARTMENT CAN BE REACHED AT (907) 714-2175.**

PART II

CONTRACT DOCUMENTS

**KENAI PENINSULA BOROUGH
AGREEMENT BETWEEN OWNER AND CONTRACTOR**

MADE AS OF THE _____ DAY OF _____ 20__.

BETWEEN the OWNER: KENAI PENINSULA BOROUGH
 144 North Binkley Street
 Soldotna, Alaska 99669

AND the CONTRACTOR:

FOR the PROJECT: ITB17-035 Bear Creek Multi-Use Facility
 Exterior Surfaces and Interior Completion

The Owner and Contractor agree as set forth below.

**ARTICLE 1
THE WORK**

The Contractor shall perform all the work required by the contract documents enumerated below, which are specifically incorporated into this agreement by reference and which form the contract documents:

- A. The Contractor's executed bid, dated _____(Attachment "A").
- B. The General Conditions for Project (Attachment "B").
- C. Addendum No. ____ (Attachment "C").
- D. Specifications (Attachment "D").
- E. Drawings (Attachment "E").
- F. Any and all later modifications, change orders and written interpretations of the Contract Documents issued by the Owner and agreed to by Contractor. (Attachment "F").

Any other attachments to this agreement do not form a part of the agreement but are for reference or proof of compliance with the requirements of the agreement.

ARTICLE 2
TIME OF COMMENCEMENT AND COMPLETION

Work shall commence upon receipt of the Notice To Proceed. All work must be substantially completed within 70 days after the date of the notice to proceed. Time is of the essence, and liquidated damages will be charged against the Contractor as provided in Article 10, below.

ARTICLE 3
CONTRACT SUM

The Owner shall pay the Contractor as provided in this contract the total sum price of \$_____ for the successful completion of the specified work.

ARTICLE 4
PROGRESS PAYMENT

Based upon applications for payment submitted by the Contractor, the Owner shall provide for Progress Payments to the Contractor on a monthly schedule. Upon proper application submitted no later than ten (10) days prior to the next scheduled Contractor payday, the Contractor shall be paid for the value of the work performed and materials stored at the site during the period preceding payment. Each application for progress payment shall be on an approved Application for Payment form and shall contain a completed Schedule of Values. All sums properly due shall be paid within thirty (30) days of receipt of application. Prior to final payment, the Contractor shall submit the written consent of surety to such payment and shall submit notarized waivers of lien from all materialmen and subcontractors.

ARTICLE 5
FINAL PAYMENT

The Owner shall make final payment within thirty (30) days after issuance of a Certificate of Final Completion of the work subject to provisions of the General Conditions. The Certificate of Final Completion acknowledges that all work required by the contract documents has been completed in accordance with the requirements of the contract. The Contractor shall request the final inspection at least five (5) days in advance of the anticipated date of inspection. If all work has not been satisfactorily completed, the Contractor shall be liable for all costs incurred by the Owner in making such inspection.

ARTICLE 6
NOTICES

All legal notices relating to this contract, including changes of address, shall be mailed to the Owner and the Contractor at the following addresses:

OWNER

Kenai Peninsula Borough
Purchasing and Contracting Department
47140 East Poppy Lane
Soldotna, Alaska 99669

CONTRACTOR

ARTICLE 7
INDEMNIFICATION

No provision in the contract documents lessens, alters, or makes inapplicable the requirement for indemnification stated in GC 4.13. In the event of conflict between GC 4.13 and any other contract provision(s), the requirements set out in GC 4.13 control.

ARTICLE 8
JURISDICTION: CHOICE OF LAW

This contract shall be governed by the laws of the State of Alaska, and any lawsuit brought thereon shall be filed in the Third Judicial District at Kenai, Alaska.

ARTICLE 9
ATTACHMENTS

In the event there is any difference between an attachment to the original of this agreement on file with the Kenai Peninsula Borough Clerk and any attachment to a copy of the agreement, the attachments to the original filed with the Borough Clerk shall control.

ARTICLE 10
LIQUIDATED DAMAGES

Owner and Contractor recognize that time is of the essence in performance of this contract and the Owner will suffer financial loss if the work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with contract documents. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Three Hundred Dollars (\$300.00) for each calendar day that expires after the contract time required for substantial completion to the actual date of substantial completion determined as set out in the CONTRACT documents. The Owner and Contractor agree that this amount is a reasonable forecast of just compensation for the harm that is caused by the delay.

ARTICLE 11
NO THIRD-PARTY BENEFICIARY

This agreement is intended solely for the benefit of each party hereto. Nothing contained herein shall be construed or deemed to confer any benefit or right upon any third party.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in their respective names or by their duly authorized representatives as of the date and year above written.

KENAI PENINSULA BOROUGH

CONTRACTOR

Mike Navarre, Borough Mayor

Name and Title of Office (printed or typed)

Date: _____

Company Name (printed or typed)

Signature

Date: _____

Name and Title of Second Officer (printed or typed) 1

Signature

Date: _____

ATTEST:

AGREEMENT AND ATTACHMENTS
TO ORIGINAL APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:

Johni Blankenship, Borough Clerk

Amy Fenske
Assistant Borough Attorney

(Borough Seal)

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____
20____, by _____, Mayor of the Kenai Peninsula Borough, an Alaska
municipal corporation, for and on behalf of the corporation.

Notary Public for State of Alaska
My Commission Expires: _____

(Notary Seal)

1 Second Corporate Officer

CORPORATION

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____
20____, by (name) _____, the (title of officer) _____
of (name of corporation) _____, an
Alaska Corporation, for and on behalf of the corporation.

Notary Public for State of Alaska
My Commission Expires: _____

(Notary Seal)

SECOND CORPORATE OFFICER

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____
20____, by (name) _____, the (title of officer) _____
of (name of corporation) _____, an Alaska
Corporation, for and on behalf of the corporation.

Notary Public for State of Alaska
My Commission Expires: _____

(Notary Seal)

LIMITED LIABILITY COMPANY

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____
20____, by (name) _____, the (member/manager) _____
of (name of LLC) _____, an Alaska Limited Liability
Company, for and on behalf of the LLC.

Notary Public for State of Alaska

My Commission Expires: _____

(Notary Seal)

PARTNERSHIP

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____
20____, by (name of partner or agent) _____, partner (or agent) of
(name of partnership) _____ for and on behalf of
the partnership.

Notary Public for State of Alaska
My Commission Expires: _____

(Notary Seal)

SOLE OWNERSHIP

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____
20____, by (name) _____, dba _____
_____.

Notary Public for State of Alaska
My Commission Expires: _____

(Notary Seal)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, Limited Liability Company or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called Owner, in the penal sum of _____ Dollars,
(\$ _____) in lawful money of the United States, for the payment of which sum well and
truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally,
firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract
with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and
made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and
corporations furnishing materials for or performing labor in the prosecution of the work provided for in such
contract, and any authorized extension or modification thereof, including all amounts due for materials
lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in
connection with the construction of said work, and all insurance premiums on said work, and for all labor,
performed in such work whether by subcontractor or other-wise, then this obligation shall be void; otherwise to
remain in full force and effect.

PROVIDED, FURTHER, that the 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 ways affects its obligation on this bond, and it does
hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or
to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, who claims may be unsatisfied.

(Principal) (SEAL)

(Principal Secretary)

ATTEST:

BY _____

(Witness as to Principal)

(Address)

(Address)

(Date)

(Surety) (SEAL)

ATTEST:

BY _____
(Attorney-in-Fact)

(Witness as to Surety)

(Address)

(Address)

(Date)

NOTE: If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, Limited Liability Company or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called Owner, in the penal sum of _____ Dollars,
(\$ _____) in lawful money of the United States, for the payment of which sum well and truly
to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally,
firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract
with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached
and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall
satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the
Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and
repay the owner all outlay and expense which the Owner may incur in making good any default, then this
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the 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 ways affects its obligation on this bond, and it does
hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or
to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, who claims may be unsatisfied.

(Principal) (SEAL)

(Principal Secretary)

ATTEST:

BY _____

(Witness as to Principal)

(Address)

(Address)

(Date)

(Surety) (SEAL)

ATTEST:

BY _____
(Attorney-in-Fact)

(Witness as to Surety)

(Address)

(Address)

(Date)

NOTE: If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

**CONTRACTOR'S RELEASE AND AFFIDAVIT OF PAYMENTS
OF DEBTS AND CLAIMS ("Release")**

PROJECT NUMBER & NAME: [Click here to enter text.](#)

CONTRACTOR/SUBCONTRACTOR: [Click here to enter text.](#)

The undersigned, being first duly sworn, deposes and says:

1. That pursuant to this contract for project [Click here to enter text.](#) between the undersigned and the Kenai Peninsula Borough dated [Click here to enter text.](#) the undersigned hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for materials and equipment furnished for all work, labor, and services performed and for all known indebtedness and claims for which the Contractor or the Kenai Peninsula Borough is or may become liable in connection with performance under this contract. The Contractor warrants that he has made diligent search and inquiry to determine the existence of any such claim, debt, or liability and that all such obligations, whether liquidated, unliquidated, or disputed, have been satisfied.

2. The Contractor further certifies he did not extend any loan, gratuity, or gift of money of any form whatsoever to any employee or agent of the Borough, that he did not rent or purchase any equipment or materials from any employee of the Borough, nor to the best of his knowledge, from any agent of any employee of the Borough, and that he has not made any promise to an employee or agent of the Borough to do or undertake any such action after completion of the subject contract.

3. Pursuant to the above-described contract and in consideration of the final payment in the amount of \$[Click here to enter text.](#), the undersigned Contractor hereby releases and discharges the Kenai Peninsula Borough, its officers, agents and employees of and from any and all further claim, debt, charge, demand, liability, or other obligation whatsoever under or arising from said contract, whether known or unknown and whether or not ascertainable at the time of the execution of this instrument except specified claims in stated amounts or in estimated amounts where the amount are not known by the Contractor, as follows:

[Click here to enter text.](#)

The Contractor, in connection with the claims which are not released as set forth above, certifies that he has or agrees that he will comply with all the provisions of the said contract, including without limitation those provisions relating to notification of the contracting officer and relating to the prosecution of claims.

4. The Contractor shall indemnify, defend, save and hold the Borough, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorneys fees resulting from Contractor or Contractor's officers, agents, employees, partners, attorneys, suppliers, and subcontractors' performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the Borough or its agents which are said to have contributed to the losses, failure, violations, or damage. However, Contractor shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the Borough, its agents, or employees. Contractor and subcontractors shall also not be required to defend or indemnify the Borough for damage or loss that has been found to be attributed to an independent contractor directly responsible to the Borough under separate written contract.

If any portion of this Release is voided by law or court of competent jurisdiction, the remainder of this Release shall remain in full force and effect.

IN WITNESS WHEREOF, this Release has been executed this [Click here to enter text.](#) of 20[Click here to enter text.](#).

[Click here to enter text.](#)

Name and Title of Office (printed or typed)

[Click here to enter text.](#)

Company Name (printed or typed)

Signature

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 20____, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____, who, having produced satisfactory evidence of identification, and having acknowledged the voluntary and authorized execution of the foregoing instrument for the purposes therein mentioned, executed the above and foregoing instrument.

Notary Public for Alaska
My Commission Expires: _____

PART III

CONTRACT CONDITIONS

**GENERAL CONDITIONS OF THE CONTRACT
BETWEEN OWNER AND CONTRACTOR**

ARTICLE 1 CONTRACT DOCUMENTS

- 1.1 The contract documents enumerated in the Agreement between Owner and Contractor form the final and completely integrated contract between the parties and supersede any prior statements, negotiations, agreements, documents or representations, written or oral. What is required by any one contract document is deemed to be required by all documents.
- 1.2 The contract documents consist of documents designated as contract documents and enumerated in the Agreement between Owner and Contractor.
- 1.3 The contract documents do not include Invitation to Bid, Instructions to Bidder, sample forms, portions of Addenda relating to any of these, or any other documents unless specifically enumerated in Agreement between Owner and Contractor.
- 1.4 Unless specifically provided otherwise in the contract documents the parties to this agreement intend that Contractor will obtain all permits, inspections, tests, bonds, and insurance required by state or federal law, rule, regulation or order, or local ordinance or rule or regulation or the contract documents, whichever requirement is greater, and provide all labor, equipment, transportation, water, heat, utilities, tools, scaffolding, materials, supplies, facilities, and services necessary for performance of the contract and that the cost of these requirements be included within the contract price. The parties further intend that the cost of all overhead, supervision, and other incidental expenses required or occasioned by the contract is included in the contract price. The parties also intend that minor items required to produce complete functional system(s) and sub-system(s) are deemed to be required by the contract documents at the contract price whether or not specifically expressed. The requirements stated in this provision apply whether or not the execution or completion of the work is temporary or permanent and whether or not it is incorporated or to be incorporated in the work or final product.
- 1.5 The requirements of the contract documents and the duties and rights of each party may be amended subsequent to execution of this contract only by:
1. A written amendment to the contract signed by both parties; or,
 2. A change order issued pursuant to ARTICLE 9.1
- 1.6 The term "Work" includes all procurement, labor, materials, products, equipment, erection, installation, and alterations necessary to complete the construction envisioned by this contract. The term "Project" refers to the overall construction, of which the work required by the contract may be the whole or may be a part. The term "Architect" also refers to Registered Engineers as appropriate.
- 1.7 The contract between Owner and Contractor shall be executed and returned by Contractor within the time required in the instructions to bidders. A written Notice to Proceed with the work will be issued to Contractor within five (5) days after Owner has executed the contract, except as provided in ARTICLE 4.1.3.
- 1.8 Should any provision or requirement of one portion of the contract documents conflict with any other portion of the contract documents, unless otherwise provided herein, the conflict will be resolved by reference to the contract documents in the following order of priority:
- A. Valid change orders control over previous change orders, the agreement, addenda, supplementary conditions, general conditions, specifications, and drawings;
 - B. The agreement shall control over addenda, supplementary conditions, general conditions, specifications, and drawings;
 - C. Addenda pertaining to general conditions control over supplementary conditions and general conditions. Addenda pertaining to specifications and drawings control over specifications and drawings;

¹ Unless otherwise stated, all references to an ARTICLE refer to the articles of these general conditions.

- D. Supplementary conditions control over general conditions, specifications, and drawings;
 - E. General conditions control over specifications and drawings;
 - F. Specifications control over drawings.
- 1.9 In case of difference between small and large scale drawings, the large scale drawings shall govern. Schedules on any contract drawing shall take precedence over conflicting information on that or any other contract drawing. On any of the drawings where a portion of the work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out shall apply also to all other like portions of the work.
- 1.10 In the event Contractor believes a discrepancy exists in the contract documents, Contractor shall submit the issue to the Project Representative together with Contractor's proposed course of action for performance of the work. Project Representative shall respond within seven (7) working days or advise Contractor that a response cannot be given within that time. If response will take more than seven (7) working days, Project Representative shall take steps to provide a response within a reasonable time. Any action taken by Contractor prior to or without Owner's response shall be at Contractor's own risk and expense.
- 1.11 Words and abbreviations which are not defined in the contract documents, but which have well known technical or trade meanings, shall be construed in accordance with the common meaning established by sound architectural or engineering practice in the State of Alaska.
- 1.12 Drawings, Specifications, other documents prepared for this project, and copies of them that are furnished by Owner and/or Architect or Consultant for this project, whether or not the documents or project are completed, shall be the property of Owner. All rights of use are reserved to Owner for this project and any subsequent project in which Owner participates in construction. Owner specifically relieves Architect or Consultant of any responsibility or liability pertaining to any subsequent use of the documents, in whole or in part, where those documents bear the stamp of a subsequent Architect or Consultant and are used for a subsequent project.
- 1.13 Up to fifteen (15) sets of full-size contract drawings and project manuals will be furnished the Contractor without charge. Additional sets will be furnished on request at the cost of reproduction, plus postage and handling if necessary. Contractor shall check all documents furnished immediately upon receipt and shall promptly notify Owner of any discrepancies.
- 1.14 The contract documents shall not be construed in any way as limiting Contractor's responsibility to perform the work completely, nor shall any prior customs or trade practices be held to constitute a waiver of the requirements of the contract documents or any portion of them.
- 1.15 The individual(s) executing the contract represent that they have the legal authority to execute the contract as or on behalf of Contractor in accordance with the bid instructions and the contract documents.
- 1.16 Execution of the contract by Contractor is a representation that Contractor has visited the site, become familiar with the local conditions under which the work is to be performed, has correlated personal observations with the requirements of the contract documents and enters this contract with knowledge of those conditions.

ARTICLE 2 ADMINISTRATION OF THE CONTRACT

- 2.1 The term "Project Representative" shall mean a person or entity employed by or under contract to Owner to be Owner's on-site designated representative. The term Project Representative shall include the Project Representative's employees.
- 2.2 The terms "Architect" or "Engineer" (hereinafter used interchangeably) shall mean the person or entity contracted by the Kenai Peninsula Borough to provide design services for the project. Architect or Engineer also includes employees of the Architect or Engineer. Architect shall provide professional services during construction as described herein below or as authorized by Owner.
- 2.3 Project Representative will provide administration of this contract and all communication made to Owner, Architect or Engineer by Contractor shall be made through Project Representative.

- 2.4 Project Representative will be Owner's primary representative during construction until final payment has been made and the project has been closed out. Owner's instructions to Contractor shall be made through Project Representative, who shall have authority to act on behalf of Owner to the extent set forth in this contract.
- 2.5 Project Representative shall not have the authority to require additional work, changes in the work, modifications or waivers of the rights, work or duties required by the contract documents or the right to bind Owner to any change in specifications or drawings without the written consent of Owner except as provided herein.
- 2.6 Project Representative may have authority to negotiate minor deviations in the requirements of the contract documents by Field Order. Field Orders are to be incorporated into a subsequent Change Order.
- 2.7 Project Representative will render interpretations of the contract documents necessary for the proper execution or progress of the project. All interpretations and decisions of Project Representative shall be consistent with the intent of the contract documents and shall be in writing.
- 2.8 Matters relating to design will be referred to the design Architect whose decisions will be consistent with the intent of the contract documents and will be final.
- 2.9 Project Representative, Architect, and authorized representatives of Owner shall have access to the project site and to the work at all times and shall be afforded every reasonable facility for ascertaining whether or not the work is in accordance with the requirements and intent of the contract documents.
- 2.10 All claims, disputes and other matters in question between Contractor and Owner relating to the execution or progress of the work shall be resolved pursuant to ARTICLE 12.
- 2.11 Project Representative shall have the authority: 1) to reject work which does not conform to the contract documents; 2) to require additional inspections or testing of any work during, prior to, or after fabrication, installation, or completion; 3) to specify both remedial work necessary to correct defective work and the time within which such work must be performed.
- 2.12 On the basis of on-site observations and inspections Project Representative will keep Owner informed of the progress of the work, and will endeavor to guard Owner against defects and deficiencies in the work. If Project Representative determines that any construction method, sequence, material, technique, safety precaution, act or omission of Contractor, Contractor's subcontractors, suppliers, or any of their agents, is detrimental to the progress, quality or safety of the work or to Owner's interest, then Project Representative shall inform Owner promptly, and Owner may, among other things, stop the work and order remedial measures. This provision shall not eliminate or reduce the responsibilities or requirements placed upon contractor and/or subcontractors by the contract documents and shall not place any liability upon the owner for action or omission in regard to this provision.
- 2.13 In accordance with the requirements of ARTICLE 8.5, Project Representative will determine amounts owing to Contractor and will recommend that Owner issue payment in the amount determined due.
- 2.14 Project Representative, with the concurrence of Owner, will determine the dates of Substantial Completion and Final Completion. The Architect will receive and forward to Owner for Owner's review, written warranties and related documents required by the contract and assembled by Contractor.
- 2.15 Project Representative's duties, responsibilities, and limitations of authority will not be modified without written consent of Owner and Project Representative.

ARTICLE 3 OWNER GENERAL RIGHTS AND DUTIES

- 3.1 At Owner's option, Owner may undertake any or all tasks of Project Representative described in ARTICLE 2.
- 3.2 Owner's directions to Contractor will be made in writing either directly or through Project Representative in accordance with ARTICLE 2. No verbal representation shall be binding upon any party unless confirmed in writing.

- 3.3 Owner shall have the right to perform work related to the project under separate contract(s) in accordance with the provisions of ARTICLE 6.
- 3.4 Owner shall have the right to issue change orders from time to time which may alter the scope of work required by the contract documents. All change orders will be subject to provisions of ARTICLE 9.
- 3.5 Owner will have the authority to reject work which does not conform to the requirements of the contract documents and to require such remedial work at no charge or expense to Owner as is necessary to correct the defective work. Where defective work is being performed by Contractor and Contractor fails to correct the defective work within a reasonable period of time as set out in ARTICLE 10, or repeatedly fails to carry out the work in accordance with the contract documents, Owner shall have the authority to order an immediate halt to all defective work. Any losses suffered by Contractor as a result of the halt shall be borne by Contractor without recourse to Owner. Issuance of a stop-work order shall not be construed as constituting a breach of the agreement nor authorize Contractor to refuse to perform other portions of the work which Owner has not halted.
- 3.6 Owner shall have the right to terminate the contract or suspend performance of the contract as set out in these general conditions or other contract documents.
- 3.7 Owner shall promptly pay Contractor all sums properly due as provided by ARTICLE 8. If Owner fails to issue payment for a period of forty-five (45) days after the certificate of payment has been approved by Project Representative, without a written statement indicating why payment is being withheld, then Contractor may terminate the contract upon seven (7) days written notice to Owner and may recover from Owner payment for all work executed and for any proven losses sustained upon any materials, equipment and tools, including a reasonable profit and overhead.
- 3.8 Owner and Contractor warrant that neither party will maintain an action against the other for punitive or exemplary damages.

ARTICLE 4 CONTRACTOR'S GENERAL RIGHTS AND DUTIES

4.1 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- 4.1.1 The term "Contractor" means the person or entity identified in the Agreement which has contracted with Owner to perform the work of the contract. This definition includes a responsible officer of Contractor's organization or its authorized representative who shall be made known to Owner.
- 4.1.2 Contractor represents by execution of the Agreement that Contractor has carefully examined the contract documents and the site upon which the work is to be performed and has developed familiarity with the nature, extent, site access, and risks involved in the work and with all local conditions and applicable statutes, ordinances and regulations that may affect the performance of the work. Contractor assumes full responsibility for having correlated Contractor's study of the contract documents and observation of the site. Contractor represents that Contractor has studied all available surveys and investigation reports of subsoil and latent physical conditions of the site and has made such additional surveys and investigations as Contractor deemed necessary for the performance of the work at the contract price, within the time specified and in accordance with the requirements of the contract documents.
- 4.1.3 Contractor shall not begin work until given a Notice to Proceed, which will be issued as promptly as possible after the Agreement has been executed by all parties. If Owner is required to delay issuance of a Notice to Proceed for more than five (5) working days because of fault of Contractor or other reasons which Owner deems sufficient, then Contractor shall be notified in writing of the delay and when issuance of the Notice to Proceed is anticipated.
- 4.1.4 Before commencing any part of the work, and prior to undertaking each subsequent phase of the work, Contractor shall carefully study the plans and specifications and check and verify all previous work and pertinent dimensions, figures and amounts shown in them and shall make all applicable field measurements. Contractor shall at once report in writing to Owner any apparent conflict, ambiguity, discrepancy, error or other omissions which Contractor may discover. Contractor shall be liable to Owner for failure to notify Owner of any conflict, ambiguity, discrepancy, error or other omissions which Contractor discovered, but failed to report to Owner and shall be responsible for providing a remedy.

- 4.1.5 Contractor shall lay out the work from established base lines and bench marks indicated on the drawings and shall be responsible for all measurements in connection therewith. Contractor will be held responsible for the execution of the work to such lines and grades. It shall be the responsibility of Contractor to maintain, preserve, or replace all stakes and other marks.
- 4.1.6 Drawings showing location of equipment, piping, etc., are diagrammatic and job conditions will not always permit installation in the location shown. If a situation occurs which may require relocation of an item or system which substantially differs from the location called for in the contract documents, it shall be brought to Owner's attention immediately and the relocation determined with the concurrence of Architect or Engineer. If Contractor relocates such items without approval, Contractor will be responsible for any cost or expense for removal or further relocation necessitated by installation without approval.

4.2 SUBMITTALS

- 4.2.1 Within 20 days after the effective date of the notice to proceed and prior to commencement of work, Contractor shall submit to Owner the construction progress schedule and schedule of values required in Articles 4.2.2, 4.2.3 and 4.2.4. The schedule of values and progress schedule must be acceptable to owner and provide reasonable divisions of contract work with corresponding payment. No payment will be made under this contract prior to completion of this requirement.
- 4.2.2 In accordance with the Division 1 requirements governing submittals as provided in the contract specifications, Contractor shall prepare and submit to Owner a detailed progress schedule for the work which reveals and identifies the critical path of progress, which is consistent with the work and time required by the contract, and which shall provide for the most expeditious and practicable execution of the work. Float time between work items is part of the project and not property of the Contractor. Float time is defined as the amount of time that spans from completion of one previously scheduled activity and extends to the point at which the next scheduled activity is set to begin.
- 4.2.3 Contractor shall also provide Owner with a proposed schedule of values upon submittal of a detailed progress schedule for the work. The schedule of values shall be allocated to various portions of the work and be prepared in such a form and supported by such data to substantiate its accuracy as reasonably required by Owner. Each item of work shall include all applicable profit and overhead. This schedule of values, unless objected to by owner shall be the basis for progress payments made to Contractor and shall include a specific lump sum amount for "Final Payment." This line item shall be in conformance with guidelines specified in ARTICLE 8. Contractor, at the request of Owner, shall amend the progress schedule and the schedule of values as the work progresses.
- 4.2.4 The schedule of values must show a complete breakdown of all phases of the work required by the contract documents. Payment will be in accordance with Article 8. Pay requests, schedules of value and progress schedules must correspond.
- 4.2.5 Contractor shall submit for Architect's and Owner's approval all product data required by the contract documents in conformance with the dates specified in the detailed progress schedule. Such data include illustrations, standards, schedules, performance charts, instructions, brochures, diagrams, or other information necessary to assist Architect in determining whether a proposed product meets the intent of the contract documents.
- 4.2.6 Contractor shall also submit physical samples of materials, equipment or workmanship where required by the contract documents. After approval by Owner and Architect, the sample shall be established as the minimum standard of work, material, equipment or other quality which will be acceptable for work of which the sample is representative.
- 4.2.7 Submittal of shop drawings by contractor constitutes a representation by contractor that the submittal and work, or products required or to be used in accordance with that submittal, will meet or exceed the criteria and conditions of the contract documents and that performance of the work identified in those submittals will meet the progress schedule.
- 4.2.8 Before initiating any work for which shop drawings are required, Contractor shall obtain Architect's approval of the shop drawings, which include drawings, diagrams, schedules and other data specially prepared by

Contractor, a subcontractor, a manufacturer, a supplier or distributor to illustrate in detail that portion of the work. Contractor shall review, approve, and submit all shop drawings, whether prepared by himself/herself or subcontractor or supplier. It shall be the duty of Contractor to provide a whole or complete system and to coordinate all work depicted by a particular shop drawing with the work required by other shop drawings for that portion of the work or for related or adjacent work.

- 4.2.9 Unless otherwise instructed, Contractor shall provide all submittals and correspondence to the Project Representative. At the direction of the Project Representative, Architect will review Contractor's submittals only for conformance with the design concept of the work and the information given in the contract documents. Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Architect will return reviewed submittals to Contractor with written comments and forward one set to Project Representative with reasonable promptness so as to cause no delay. A minimum of five (5) sets of submittals shall be required.
- 4.2.10 Should Architect reject any proposed shop drawings, product data or sample, Contractor shall resubmit revised drawings, samples or product data and draw Architect's attention to any deviation or revisions other than those requested by Architect.
- 4.2.11 All of Contractor's submittals shall be made in conformance with the dates specified in the detailed progress schedule with reasonable promptness and in such sequence as to cause no delay in the work of Owner or any separate contractor.

4.3 SAFETY AND CONTROL OF SITE

- 4.3.1 Contractor is deemed to be in physical control of the work site. Contractor shall confine Contractor's operations at the site to those areas described in the contract documents or permitted by applicable statutes, ordinances or permits.
- 4.3.2 Contractor shall not unreasonably encumber the site with materials, equipment or ancillary construction. Contractor shall be responsible for eliminating or minimizing to the extent reasonably possible, public hazards and inconveniences which might result from this work.
- 4.3.3 Contractor shall at all times keep the premises free from accumulation of excess snow, waste materials or rubbish and shall keep adjacent public road clear of mud and dust caused by Contractor's activities. At the completion of the work, Contractor shall remove all waste materials and rubbish from the project as well as Contractor's tools, equipment and surplus materials. The removal and disposal of waste materials, rubbish, or other material, shall be accomplished in accordance with all local, state and federal requirements.
- 4.3.4 Contractor shall be responsible for initiating, maintaining and supervising all necessary safety precautions in connection with this work and shall be responsible for ascertaining and adhering to all applicable federal, state, and local standards, laws, ordinances, regulations, requirements and any lawful order of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.
- 4.3.5 Contractor's duty to maintain a safe and secure project site shall include all precautions necessary to assure the safety and protection against injury and damage, of all employees engaged in the work and any other person who may be affected by the work including Owner's agents and employees; Contractor's agents and employees; and members of the general public. Contractor shall assure the safety and protection of all work, materials and equipment which may be upon the site; utilities and other property of Owner including portions of structures and utilities not designated for removal or relocation, trees, shrubs, lawns, walks, pavements and roadways. Contractor duties include but are not limited to protection of project site from vandalism. Such precautions shall further include but not be limited to protection from dangers from hazardous materials.
- 4.3.6 Contractor shall take all necessary measures to prevent members of the general public from entering upon the site without the permission of Owner or Contractor.
- 4.3.7 Contractor shall comply with all OSHA requirements, give all safety notices, erect and maintain all reasonable safeguard notices and barriers, including danger signs and fences which may be required to protect the site and limit access to it.

- 4.3.8 In the event of an emergency, the Contractor will take all means necessary to minimize all damage to or exposure from effects of a catastrophic event. In such case, the Contractor may consult with Owner or seek Owner's assistance. The responsibility for protection of the site, work, and all material remains with the Contractor.
- 4.3.9 Contractor shall designate a person in Contractor's employ at the site to be primarily responsible for the prevention of accidents, identification of all applicable safety standards, statutes and regulations, including but not limited to those addressing hazardous material, and full compliance therewith. This person shall be Contractor's Superintendent unless otherwise designated by Contractor in writing to Owner.
- 4.3.10 Should Project Representative or other representative of Owner ascertain that a safety danger exists, Project Representative or Owner may order an immediate cessation of all dangerous activity and a correction of any safety hazard. Written notice of the order to stop work or to correct the safety hazard shall be made to Contractor as soon as practicable. Contractor shall have no recourse against Owner for any alleged losses or delays arising from this section unless the order to stop work or correct safety deficiency is wholly without basis.
- 4.3.11 Should Contractor elect to utilize explosives or other hazardous materials or equipment, or should Contractor be required to do so for the execution of the work, Contractor shall first give jurisdictional authorities and Owner notice of the intention to utilize hazardous materials, explosives or equipment at a particular time and date. Contractor shall use the utmost care in utilizing such materials and shall use only properly qualified and licensed personnel.
- 4.3.12 Contractor shall correct any damage to the property of Owner or other parties which arises out of the activities or omissions of Contractor, Contractor's agents, subcontractors, employees, personnel or suppliers. Contractor shall commence remedial activities within seven (7) days from the date of the damage. If Contractor fails to do so, Owner or the affected party may utilize his own forces to correct or replace the damaged property and Contractor shall promptly reimburse Owner or the affected party for all losses and costs thereupon. In the event Contractor fails to reimburse Owner as set forth herein, Owner may set off the amount due Owner from any amount due Contractor.

4.4 SUPERVISION AND QUALITY OF THE WORK

- 4.4.1 Contractor shall supervise and direct the work using the best skill and attention. Contractor is responsible for, and agrees to comply with all applicable local, state and federal ordinances, laws, regulations and statutes. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for the schedule and coordination of all portions of the work to be performed under the contract. Contractor shall also be required to coordinate the work with that of any other contractor working on the project so as to minimize delay, inconvenience, and expense to both. Where identified in writing by Owner at any time, Contractor shall be required to coordinate the work with any partial use of the site that Owner deems necessary.
- 4.4.2 All materials and equipment shall be applied, installed, connected, erected, used, cleaned, prepared or conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor except as otherwise provided in the plans and specifications.
- 4.4.3 Contractor shall keep on the job site at all times during work progress, a competent resident superintendent capable of reading and thoroughly understanding the plans and specifications. The superintendent will be Contractor's representative at the site and all communications given to the superintendent shall be as binding as if given to Contractor directly. In the event Contractor decides to replace the superintendent, Contractor shall submit to Owner a written notice including the proposed new superintendent's qualifications. The superintendent shall not be replaced without this written notice and a statement of non-objection by the Owner.
- 4.4.4 Contractor shall provide sufficient, competent, and suitable qualified personnel to survey and lay out the work and to perform all construction required by the contract documents. Contractor is responsible for maintaining good discipline and order at the job site at all times and shall not employ any unfit person or anyone not skilled in the task assigned to that person.

- 4.4.5 Contractor shall be fully responsible to Owner for the acts and omissions of Contractor's employees and agents, Contractor's subcontractors and their employees and agents, and any other persons performing any of the work for the benefit of Contractor.
- 4.4.6 Contractor shall not permit the possession or use of alcohol or controlled substances on the site, and shall remove from the site any person who possesses, uses, or is under the influence of alcohol or controlled substances. Contractor shall not permit the smoking of tobacco, marijuana or e-cigarettes in any enclosed space. Contractor shall require all Contractor's agents, subcontractors, employees or suppliers who perform work on site to sign a statement that they have been informed and will abide by the above policy. A copy of all such statements shall be kept at the job site throughout the duration of Contractor's work.
- 4.4.7 Contractor warrants to Owner that all work will be free from faults and defects and meeting or exceeding the requirements of the contract documents and all local, state, and federal legal requirements. All work not so conforming to these standards will be considered defective, and Owner may require its correction.

4.5 DIVISION OF THE WORK

- 4.5.1 The division of the work into various specialties and divisions in the contract specifications and drawings shall not bind Contractor in apportioning the work among various subcontractors, specialty contractors or workers, and Contractor's own employees.

4.6 TITLE 36 AND OTHER STATUTORY REQUIREMENTS

- 4.6.1 Contractor shall give and post all notices and comply with all federal, state, and local laws, ordinances, regulations, requirements and any lawful order of any public authority bearing on the performance of the work, and shall notify Owner in writing if the drawings and specifications or the contract documents are at variance therewith. If Contractor knows or should know that Contractor is performing work contrary to such legal requirements without giving written notice to Owner in time for Owner to give a stop work order, the Contractor shall bear all costs to remedy that work and to bring it into conformance with the applicable requirements. In the event Contractor fails to reimburse Owner as set forth herein, Owner may set off the amount due Owner from any amount due Contractor. This requirement does not lessen or alter the requirement for indemnification stated in ARTICLE 4.13.
- 4.6.2 Contractor and subcontractors shall strictly comply with all requirements of Title 8, Chapter 30 of the Alaska Administrative Code and Title 36 of the Alaska Statutes as applicable to this contract.
- 4.6.3 Contractor or subcontractors of the contractor shall pay all employees unconditionally as required by AS 36.05.040 and any other applicable laws or regulations. Wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the Contractor or subcontractors and laborers, mechanics, or field surveyors. The wages are determined for the region in which the work is done and the rates are issued by the Alaska State Department of Labor (see attached Title 36 wage schedule). The scale of wages to be paid shall be posted by Contractor in a prominent and easily accessible place at the site of the work. If it is found that a laborer, mechanic or field surveyor employed by the Contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by this contract, Owner may, on written notice to Contractor hold Contractor in immediate default and terminate Contractor's right to proceed with the work or that part of the work for which there is a failure to pay the required wages, and Owner may prosecute the remaining work to completion by contract or otherwise, holding Contractor and Contractor's sureties liable for any costs in excess of the contract price. In the event Owner permits Contractor to pursue further work under the contract, Owner shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the Contractor or subcontractors the difference between the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work and the rates of wages in fact received by laborers, mechanics, or field surveyors.
- 4.6.4 A copy of certified payrolls shall be provided to the Project Representative with each Progress Payment Request.

4.7 PROJECT RECORDS

- 4.7.1 Contractor shall maintain at the project site copies of plans and technical specifications, approved shop drawings and manufacturers' information sheets, and other contractor documents which are necessary for the expeditious and correct execution of the work.
- 4.7.2 Contractor shall maintain at the project site a complete daily job report showing job conditions, work activities started, in progress, interrupted and completed; work force, including identification and number of Contractor's employees and subcontractors by craft; receipt and disposition of materials and equipment; tests performed, visiting personnel and any accidents on a particular day. Owner shall have access to the daily report at all times. A copy of each daily report shall be provided to Project Representative at the end of each week.
- 4.7.3 Contractor shall keep one record copy of all specifications, drawings, addenda, modifications, and shop drawings at the job site in good order and annotated to show all changes made during the construction process. These shall be available to Owner during construction and turned over to Owner prior to final completion of the work.

4.8 ALLOWANCES

- 4.8.1 Contractor shall include in the contract sum all allowances stated in the specifications or plans, and all items covered by these allowances shall be supplied in such amounts, or by such a person, as Owner may direct. The allowance shall include the cost to Contractor, less applicable trade discounts, of materials and equipment required by the allowance; delivery at the site, applicable taxes; Contractor's cost for unloading and handling on the site, for labor, installation, overhead, profit and other expenses incurred by Contractor. Whenever the cost of the allowed item exceeds or is less than the allowance, the contract sum shall be adjusted equitably by change order.

4.9 NONDISCRIMINATION

- 4.9.1 Contractor must comply with all federal and state laws, rules, regulations and orders, and all local ordinances, regulations and rules concerning wages, taxes, social security, workers' compensation, nondiscrimination, licenses, registration requirements, and similar provisions governing employment of individuals.
- 4.9.2 Contractor will not discriminate against any employee or applicant for employment or refuse employment to a person, or bar a person from employment, or discriminate against a person in compensation or in a term, condition, or privilege of employment because of the person's race, religion, color, or national origin, or because of the person's age, physical or mental disability, sex, marital status, changes in marital status, pregnancy, or parenthood when the reasonable demands of the position do not require distinction on the basis of age, physical or mental disability, sex, marital status, changes in marital status, pregnancy, parenthood, or political affiliation. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor further agrees to insert this provision in all subcontracts hereunder and to require the subcontractors to insert this provision in their subcontracts.

Notwithstanding the prohibition against employment discrimination on the basis of marital status or parenthood stated above, an employer may, without violating this provision, provide greater health and retirement benefits to employees who have a spouse or dependent children than are provided to other employees.

- 4.9.3 Contractor shall state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive consideration for employment in accordance with the above referenced nondiscrimination clause.
- 4.9.4 Contractor shall comply with the reporting requirements which the State of Alaska may establish by regulation.
- 4.9.5 Contractor shall include the provisions of these paragraphs in this section in every subcontract or purchase order under this contract so as to be binding upon every such subcontractor or vendor of Contractor under this contract.

4.10 TAXES

- 4.10.1 Contractor shall pay all sales, consumer, use and other taxes for the work or portions thereof provided by Contractor which are legally enacted at the time bids are received, whether or not yet effective.
- 4.10.2 Contractor shall comply with Owner's requirements for payment of taxes. This contract is specifically subject to the provisions of Section 5.28.140 of the Kenai Peninsula Borough Code of Ordinances, as it now stands or as it may be amended, including but not limited to termination of the contract for non-compliance. If the violation arises from failure to file or remit sales taxes, no payment will be made to Contractor until all filings have been made and all amounts due are paid.

4.11 PERMITS, FEES, AND NOTICES

- 4.11.1 Unless otherwise provided in the contract documents, Owner shall secure and pay for the building permit. Contractor shall secure and pay for all other legally required permits and government fees, licenses and inspections necessary for the proper execution and completion of the work. These are customarily secured after execution of the contract. These costs are part of the contract price. This provision does not lessen the requirements set out in ARTICLE 1.4.

4.12 ROYALTIES AND PATENTS

- 4.12.1 Contractor shall pay for all royalties and license fees. Contractor shall defend all suits or claims for infringement of any patent rights and shall save Owner harmless from loss on account thereof.

4.13 INDEMNIFICATION

- 4.13.1 The contractor shall indemnify, hold harmless, and defend the borough at its own expense from and against any and all claims, losses, damages or expenses, including reasonable attorney's fees, of, or liability for, any wrongful or negligent acts, errors, or omissions of the contractor, its officers, agents or employees, or any subcontractor under this contract. The contractor shall not be required to defend or indemnify the borough for any claims of, or liability for, any wrongful or negligent act, error, or omission solely due to the independent negligence of the borough. If there is a claim of, or liability for, the joint negligence of the contractor and the independent negligence of the borough, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. Apportionment shall be determined upon final determination of percentage of fault. If any such determination is by settlement, the percentage of fault attributed to each party for purposes of this indemnification provision shall only be binding upon the parties included in the settlement agreement. "Contractor" and "borough" as used in this article include the employees, agents, officers, directors, and other contractors who are directly responsible, respectively, to each. The term "independent negligence of the borough" is negligence other than in the borough's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

ARTICLE 5 SUBCONTRACTORS AND SUPPLIERS

5.1 DEFINITIONS AND RESPONSIBILITIES

- 5.1.1 A subcontractor is a person or entity having a direct contractual relationship with Contractor, or with one of Contractor's subcontractors, to perform any of the work at the site. A supplier is any manufacturer or person or firm providing materials, equipment or assemblies to Contractor or to one of the subcontractors for inclusion in this project.
- 5.1.2 All contracts between Contractor, subcontractors and suppliers (whether or not in privity with Contractor) shall be in accordance with the terms of this contract and shall incorporate the General Conditions of this contract. Contractor shall include in such contracts, and require its inclusion in any subcontracts, a provision holding any subcontractor or supplier (whether or not in privity with Contractor) directly accountable to Owner for work which fails to meet the requirements of the contract documents, or which prevents Contractor or any subcontractor from performing work. This direct accountability to the Owner shall be in addition to Contractor's liability for any such failure.

- 5.1.3 The provisions in this ARTICLE shall not be construed as creating a right of recourse, or any direct contractual relationship, between Owner or Owner's agents and any subcontractor, supplier, or manufacturer (whether or not in privity with Contractor).
- 5.1.4 Contractor shall make all necessary copies of these contract documents available to Owner and to each subcontractor and shall require each subcontractor to make copies of these contract documents available to each of Contractor's subcontractors, if any.
- 5.1.5 Contractor shall be fully responsible for enforcing discipline among subcontractors, their employees and their subcontractors, and for insuring that each subcontractor performs the work in accordance with the contract documents and all safety regulations.
- 5.1.6 Contractor shall have the discretion to require subcontractor(s) to provide payment or performance bonds for work of the subcontractor(s).

5.2 AWARDS TO SUBCONTRACTORS AND SUPPLIERS

- 5.2.1 At Owner's request Contractor shall submit to Owner a list of all principal subcontractors and material suppliers and shall not contract with any proposed person or organization to whom Owner voices a reasonable objection. This provision applies to substitution of subcontractors or suppliers subsequent to Owner's initial objection to a proposed person or entity. Such list shall be submitted in accordance with Division 1 requirements as provided in the contract specifications.
- 5.2.2 Rejection of a proposed subcontractor or material supplier shall not entitle Contractor to any increase in the contract sum or time.
- 5.2.3 At Owner's request Contractor shall submit to Owner a copy of any subcontract and any purchase orders for materials and equipment prior to purchase of such items.

5.3 CONTRACTOR PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

- 5.3.1 Recognizing the importance of maintaining the integrity of a public contract, Contractor warrants that Contractor will pay all subcontractors and material suppliers at least monthly upon approval of the subcontractors' and materials suppliers' billing, for all apparently acceptable work performed on the site during the preceding month and for all apparently acceptable material incorporated into the project or delivered and properly stored at the site during any month for which Contractor has received payment from Owner.
- 5.3.2 In furtherance of Contractor's warranty under this ARTICLE and ARTICLE 8, Owner, may require Contractor to declare Contractor's status of accounts with any or all the subcontractors and suppliers. A proof of payment to subcontractors and suppliers shall be made in a form acceptable to Owner. If Contractor breaches this warranty and fails to pay each subcontractor and materials supplier within 45 days after a monthly billing has been presented, then Owner reserves the right to withhold sufficient sums from Progress Payments due to Contractor and to issue payment to the subcontractors or material suppliers directly. This ARTICLE shall not be construed as creating a right in the subcontractors or material suppliers to have direct recourse against Owner for payment. Contractor expressly agrees that Owner will not be liable for any exercise of Owner's discretionary right under this section, and Contractor agrees to release and indemnify Owner for any claims arising therefrom, either by Contractor directly or by any subcontractor or material supplier. Likewise, this ARTICLE shall not be construed as creating a right in Contractor's surety or any other subrogated party to have direct recourse against Owner for failure to withhold sums pursuant to this section.

ARTICLE 6 SEPARATE CONTRACTS

- 6.1 Owner has the right to award separate contracts for work on the project that is not included in this contract.
- 6.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the contract documents in each case shall mean the Contractor who executes each separate contract.

- 6.3 Contractor shall afford other contractors and Owner's own forces reasonable opportunity for the introduction and storage of materials and equipment and for the execution of their work and shall properly connect and coordinate Contractor's work with theirs as required by the contract documents.
- 6.4 Any costs caused by defective or ill-timed work under separate contracts shall be borne by the party responsible thereof and shall be paid promptly.
- 6.5 If Contractor alleges that delay or additional costs were caused by the letting of separate contracts or by work performed by Owner's own forces, then Contractor may request an equitable adjustment by change order as provided below.
- 6.6 If any part of Contractor's work depends upon work performed by Owner or any separate contractor, prior to proceeding with the work, Contractor is required to report to Owner any apparent discrepancies, defects or delays in the other work which impede proper execution of the work required by this contract. If Contractor fails to report such unsuitable work by another contractor to Owner, then Contractor shall be deemed to have accepted the unsuitable work and any liability for all deficiencies, damages and costs which arise as a result of the defective work or of Contractor's use or covering of the unsuitable work.
- 6.7 Should Contractor or any subcontractor delay or cause damage to the work or property of any other contractor or person, Contractor shall repair the damage or settle the claim and shall further, to the extent allowed by law, indemnify, defend, and hold Owner harmless from any and all claims, costs, expenses, injury, damages, or loss of any kind, including attorneys' fees, court costs, or arbitration costs, which arise out of such delay or damage.
- 6.8 Should a dispute arise between Contractor and separate contractors as to the responsibility for completing, finishing or cleaning up particular work or a portion of the work, Owner may complete, finish or clean up the disputed portion and apportion the cost among Contractors responsible as Owner shall determine to be equitable.

ARTICLE 7 BONDS AND INSURANCE

7.1 PERFORMANCE AND PAYMENT BONDS

- 7.1.1 For contracts with a contract sum of one hundred thousand dollars (\$100,000) or greater, or as otherwise specified in the request for bid, Contractor shall provide as part of the basic contract sum, a performance bond and a payment bond, each in the amount of 100% of the contract amount, prior to Owner's execution of the contract. Contractor shall have no recourse of any kind against Owner, if Owner declines to award a contract due to Contractor's failure to provide the required bonds. These bonds, in whatever amount required by the specific contract, shall be administered and deemed governed by the provisions of Alaska Statutes Title 36, Chapter 25 and shall comply with all requirements for payment and submission of claims as provided by that chapter.
- 7.1.2 All bonds shall name Owner as the beneficial party and shall protect Owner for a period of at least one year subsequent to the date of final payment upon this contract. All bonds shall be executed upon a form acceptable to Owner and by a surety company licensed to do business within the State of Alaska and acceptable to Owner. The form of the bond shall provide that Owner shall have at least thirty (30) days prior notice of any lapse in bond coverage. The bond payment shall be applicable to all subcontractors or material suppliers (whether or not in privity with Contractor) who might attempt to assert a claim against Owner.
- 7.1.3 Owner may inform the surety as to the general progress and status of the work. A copy of all communications with the surety company shall be provided promptly to Contractor upon request.
- 7.1.4 In the event Contractor refuses, or is unable to make payments to laborers, subcontractors or material suppliers, or to complete the work, or to correct defective work, within the times provided by this contract, Owner may elect to call upon Contractor's surety to rectify Contractor's default. Contractor shall first be given seven (7) calendar days written notice (effective when mailed) of Owner's intentions to call upon the surety company and Owner shall specify to Contractor the basis for the proposed course of action. If Contractor fails to correct the default within the time provided, Owner shall promptly call upon the surety.

- 7.1.5 Prior to final payment, Contractor shall provide written consent of each affected surety releasing Owner from any further claims arising from payment to Contractor and obligating the surety company to rectify any default, nonpayment, defective work, error, omission or deficiency of Contractor.
- 7.1.6 Contractor and Owner expressly agree that Owner shall be entitled to retain from payments to Contractor amounts in excess of normal retainage if these additional amounts may be necessary to indemnify Contractor's surety for any payment or corrective work which the surety might be required to undertake. This additional retainage will be made only upon written directive by Contractor's surety specifying the reason for retaining extra amounts, the amounts to be retained and agreement of the surety to reimburse Owner for any interest which may be due Contractor under the provisions of the Alaska Statutes.

7.2 CONTRACTOR'S INSURANCE

- 7.2.1 The services to be rendered under this contract are those of an independent Contractor.
- 7.2.2 Contractor and all subcontractors, if any, shall be responsible for the purchase and maintenance of all insurance required by law and at a minimum purchase the insurance coverage as specified in ARTICLE 7.2.5 and 7.2.6 below, and any other insurance coverage as may be specified in ARTICLE 7.2.11 SUPPLEMENTARY GENERAL CONDITIONS OF INSURANCE, if attached and forming a part of this contract.
- 7.2.3 This insurance coverage required by ARTICLE 7.2.5 and 7.2.6, and ARTICLE 7.2.11 if attached, shall be in acceptable form, and for the amounts specified by the Kenai Peninsula Borough and School District, or as required by law, whichever is greater.
- 7.2.4 The insurance policies shall remain in force for the life of the contract and shall be a part of the contract price.
- 7.2.5 Commercial general liability with minimum coverage of \$1,000,000 and automobile liability insurance with minimum coverage of \$1,000,000 combined single limit bodily injury and property damage per occurrence. This insurance shall be primary and exclusive of any other insurance carried by the Kenai Peninsula Borough and School District. The commercial general liability insurance shall be without limitation on the time within which the resulting loss, damage, or injury is actually sustained.
- 7.2.6 Per Alaska State Statutes, Worker's Compensation and Employers Liability Insurance shall be provided for all employees who are performing work under this contract.
- 7.2.7 Certificate(s) of Insurance shall be provided by Contractor and all subcontractors, or their Insurance Companies and/or their Agents, naming the Kenai Peninsula Borough and School District or other appropriate Borough entity as an additional insured for the work specified in this contract. The certificates of insurance must reference the specific contract by name and project number. Certificates of Insurance, acceptable in form and content, will be delivered to Owner at the address designated for legal service in the agreement, at or prior to presentation of the contract for execution by owner.
- 7.2.8 There shall be no cancellation or material change of the insurance coverage, or intent not to renew the insurance coverages as specified in this contract, without thirty (30) days prior written notice to the Kenai Peninsula Borough. Notice of cancellation, material change in coverage, or intent not to renew will be delivered to the address designated for legal notice in the agreement.
- 7.2.9 Upon renewal or change in policies during the contract, Certificates of Insurance shall be delivered to the address designated for legal notice in the agreement.
- 7.2.10 Owner shall have the option to purchase and maintain such insurance as will protect Owner against property losses or liability claims, which may arise from operations under the contract. Insurance providing coverage against fire and extended coverage perils, may, at Owner option, provide coverage to the full insurable value of the project and insure the interests of Contractor and all subcontractors as their interests may appear. Any recovery for loss insured pursuant to this General Condition is to be adjusted to Owner and made payable to Owner as trustee for the insured, as their interests may appear. This section does not modify the contractor or subcontractors' responsibility to provide insurance as required in ARTICLE 7.

7.2.11 Additional insurance requirements may be added in supplementals as Supplementary General Conditions of Insurance.

ARTICLE 8 MEASUREMENT, PAYMENT AND COMPLETION

8.1 SCOPE OF PAYMENT

8.1.1 Unless altered by change order, Contractor shall be paid only that sum set forth in the agreement between Owner and Contractor as Contractor's compensation for performance of all work required by the contract documents.

8.2 LUMP SUM PAY ITEMS

8.2.1 Each bid item is characterized as either a lump sum item or a unit price item in the bid documents. Where the item is bid at a lump sum price, no additional compensation shall be paid to Contractor for additional work required because Contractor failed to include items or quantities in Contractor's estimate or a subcontractor's estimate, or failed to utilize proper construction means, methods, procedures or sequence or by virtue of any decision of Contractor.

8.2.2 Contractor is required to provide and pay for all requirements necessary for the proper execution and completion of the contract unless specifically excluded by the contract documents. The costs are part of the contract price. The requirements include but are not limited to the requirements stated in ARTICLE 1.4.

8.2.3 All materials and equipment incorporated in the work shall be new except as otherwise provided in the contract documents. All materials and equipment shall meet or exceed the requirements of the plans and specifications and Contractor shall furnish, if requested, satisfactory evidence as to the source, kind and quality of any materials and equipment.

8.3 UNIT COST ITEMS

8.3.1 Quantities appearing in the bid schedule are approximate and are prepared for comparison of bids. Payment to Contractor will be for actual quantities of work performed and materials furnished in accordance with the contract documents. Scheduled quantities of work and materials may be increased, decreased or eliminated as provided herein.

8.4 APPLICATION FOR PAYMENT

8.4.1 Applications for payment shall be based on Contractor's submitted schedule of values, as approved by Owner per Section 4.2. Schedule of values shall be prepared in such form and supported by such data as may be required by Owner to substantiate its accuracy prior to Contractor's first application for payment.

8.4.2 The schedule of values shall include quantities of work, unit prices and other items comprising the contract price. It shall subdivide the work into each component part in sufficient detail to serve as the basis for progress payments during construction.

8.4.3 With each subsequent application for progress payment, Contractor shall provide a schedule of values to Owner showing all work which has been performed to date together with the value thereof, and the percentage of work completed.

8.5 PROGRESS PAYMENTS

8.5.1 Progress Payments shall be made monthly, based upon the amount of apparently acceptable work performed at the site and apparently acceptable materials purchased for the project and properly stored at the site during the previous month. Disbursement of progress payments will not effect a transfer of the risk of loss from the Contractor to the Owner for invoiced equipment or material. The risk of loss of the work and all material and equipment not yet incorporated in the work is the liability of the Contractor until substantial or final completion, whichever is earlier.

8.5.2 The value of work performed and materials stored shall be set forth in Contractor's revised schedule of values. If requested by Owner, Contractor shall promptly provide Owner any additional information necessary to

ascertain the value of the work performed or the cost of materials stored at the site during the previous month. Each updated Schedule of Values shall be in the form of a notarized affidavit. Proof of certified payroll shall be provided per ARTICLE 4.

- 8.5.3 By application for payment, Contractor warrants and guarantees to Owner that title to all work, materials, and equipment for which payment is requested will pass to Owner either by incorporation in the construction and after substantial completion or upon receipt of payment, whichever occurs later, that such title will be clear of all liens, claims, security interests, and other encumbrances, except for liens to be released later prior to final payment and specifically identified on the application for payment, and that all such work, materials, and equipment are of acceptable quality.
- 8.5.4 Each application for payment shall be made no more frequently than once per month unless directed otherwise for work performed during the preceding month. Progress Payment requests shall be submitted to Project Representative for analysis and recommendation to Owner.
- 8.5.5 Project Representative will review Contractor's application for payment within seven (7) working days after receipt and if Project Representative ascertains that the amounts set forth therein are properly due and owing to Contractor, then Project Representative shall issue a Certificate of Payment to Owner. If Project Representative determines that only a portion of the sum requested is then properly due and owing to Contractor, then Project Representative may issue a Certificate of Payment in a lesser amount or may reject the application altogether. Project Representative will notify in writing both Contractor and Owner of the reasons for reduction or rejection of any application for Progress Payment.
- 8.5.6 Project Representative's issuance of a Certificate of Payment constitutes a representation that the work has progressed to the point indicated and that to the best of Project Representative's professional knowledge and information, Contractor is entitled to payment in the amounts certified.

8.6 RETAINAGE

- 8.6.1 After receipt from Project Representative of the Certificate for Payment, Owner shall make payment to Contractor within thirty (30) days. Owner shall have the option to retain up to 10% of the full amount of the Certificate for Payment plus lump sum amounts for material and equipment not properly stored, or subject to damage prior to use. Amounts retained by Owner may be held by Owner until project completion. If the project involves grant money or the borough has entered into a written contract with the state to provide state funds, payment will be made in accordance with AS 36.90.200-270.
- 8.6.2 Owner may withhold additional sums of money from progress payments in an amount sufficient to safeguard and protect Owner against any apparently meritorious claims against Contractor by any party other than Owner, and for any work which Owner ascertains to be defective or not meeting the requirements of the contract documents.

8.7 CONDITIONS OF PAYMENT

- 8.7.1 Project Representative may refuse to approve all or any part of any request for progress payment if, in Project Representative's opinion, it would be incorrect to make the representation to Owner set out in ARTICLE 8. Project Representative may also refuse to approve all or any part of any request for progress payment, if subsequently discovered evidence or the results of subsequent inspections or tests nullify any payment previously approved.
- 8.7.2 Owner may withhold payment to the extent necessary to protect Owner from loss resulting from:
 - A. Defective or damaged work;
 - B. Claims or liens which have been filed or may be reasonably expected;
 - C. Contract price reduction by modifications or change orders;
 - D. Owner cost to correct or complete defective work;
 - E. Unsatisfactory prosecution of the work by Contractor, including but not limited to failure to furnish adequate submittals or to clean up the work or site;
 - F. Reasonable evidence that the work cannot be completed for the unpaid balance of the contract sum;
 - G. Failure of Contractor to make payment properly due to subcontractors, employees, suppliers or utilities;

- H. Reasonable evidence to believe the work cannot be completed within the contract time.
- I. Damage to Owner's property not replaced or repaired in timely manner.

When the grounds for withholding payment are removed, payment shall be made for amounts withheld.

- 8.7.3 Neither the issuance of a Certificate of Payment, nor the making of any progress payment, nor the partial or entire use of the project by Owner shall constitute an acceptance of any work not in accordance with the contract documents nor shall it constitute a waiver of any right accruing to Owner or of any duty of Contractor.

8.8 SUBSTANTIAL COMPLETION

- 8.8.1 Substantial Completion is defined as the state of construction at which the work is sufficiently complete and in accordance with the contract documents, so that Owner could occupy and utilize the work or a specific portion of it, for its intended use.
- 8.8.2 When Contractor considers the work substantially complete Contractor shall notify Project Representative in writing and request a Substantial Completion inspection. The notice shall include a comprehensive list of items to be completed, reasons they are not completed and a date of anticipated completion. The notice shall also include copies of all code compliance inspections, the Certificate of Occupancy, if applicable, and any other documents required by the contract.
- 8.8.3 Project Representative shall schedule the Substantial Completion inspection and notify Contractor. The inspection will be performed by Project Representative, Architect, Design Engineers, and Owner personnel in the presence of Contractor. Should this inspection find the work not substantially complete, Owner may terminate the inspection and promptly notify Contractor in writing of the conditions for reinspection. Any deficiencies identified by this inspection will be listed and promptly furnished to Contractor for remedial action.
- 8.8.4 If Contractor has requested that Project Representative and Owner make an inspection to ascertain Substantial Completion, and if the work is not then substantially complete, Contractor shall be liable for all costs Owner, Architect, and Project Representative have incurred in making the inspection.
- 8.8.5 If it is determined on the basis of inspection that the work is substantially complete, Project Representative will issue a Certificate of Substantial Completion. Included in the certificate shall be a list of items which must be completed or corrected before final payment and the time within which such items shall be complete and corrected. Failure to include an item on this list does not alter the responsibility of Contractor to complete all work in accordance with contract requirements.
- 8.8.6 Certificate of Substantial Completion shall state the date of Substantial Completion and the respective responsibilities of Owner and Contractor for the maintenance, insurance and security of the work. Certificate of Substantial Completion shall specifically authorize Owner to take possession of the premises and utilize them for their intended purpose. Owner's beneficial occupancy of the premises shall make reasonable allowance for the performance of the work which Contractor must complete prior to final completion.
- 8.8.7 If Contractor fails to complete or correct work required by the Certificate of Substantial Completion within the time allowed, then the Certificate of Substantial Completion shall be voided and the contract time expended by Contractor shall be counted, and the acceptability of the work shall be inspected as if a Certificate of Substantial Completion had not been issued.
- 8.8.8 Upon Substantial Completion of the work and upon application by Contractor and certification by Project Representative, Owner shall make payment, reflecting adjustment in retainage, if any, for such work as provided in the contract documents.

8.9 FINAL COMPLETION AND WARRANTY PERIOD

- 8.9.1 The terms Final Completion and Warranty Period refer to, respectively, the finalization of the construction phase and a one-year warranty period following the Substantial Completion. Final Completion shall be represented by a lump sum dollar amount identified on the schedule of values. Final Payment represents a sum of money to perform all tasks necessary from Substantial Completion to Final Completion, including completion of final punch list, completion of as-built data, turnover of all warranty information, notarized acknowledgments of payments, and relinquishment of claims against Owner.

- 8.9.2 When Contractor considers the work ready for Final Completion, Contractor shall forward to Project Representative an application for final payment including (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid or otherwise satisfied, (2) consent of surety, if any, to payment, (3) irrevocable, notarized proof of payment and relinquishment of claim against Owner, issued by every subcontractor (whether or not in privity with Contractor), material supplier and other party who might assert a claim against Owner, and (4) all other documentation required by the contract documents. Project Representative and Owner shall promptly inspect the work to see that it is fully performed and complete, that all portions of the work are acceptable and that the contract is fully performed aside from completion of the Warranty Period. After Project Representative has made a determination that these requirements have been met, Project Representative shall prepare and recommend that Owner issue a Certificate of Final Completion and Final Payment.
- 8.9.3 Project Representative's approval of Final Payment constitutes an additional representation by Project Representative to Owner that to the best of Project Representative's knowledge and information, all conditions which Contractor must fulfill prior to being entitled to Final Payment have in fact been fulfilled in accordance with the contract documents.
- 8.9.4 If any party refuses to relinquish its claim, or if Owner considers that any item or portion of the work: (1) is of doubtful acceptability under the contract documents; or (2) may diminish the value of the work; or (3) may prove to be ultimately unreliable; or (4) may prove to be less functional than required by the intent of the contract, then Owner, in lieu of refusing Final Payment to Contractor, may allow Contractor to furnish a bond in a form and in an amount satisfactory to indemnify Owner against losses occasioned thereby. If any additional costs to settle the claim or to correct work of doubtful quality accrue to Owner in excess of the indemnity available to Owner, Contractor shall refund to Owner all differences and costs which Owner might be compelled to pay, including all litigation costs and reasonable attorney fees.
- 8.9.5 Acceptance of final payment by Contractor constitutes an explicit waiver of all claims which Contractor might assert against Owner except those previously made in writing and identified by Contractor as unsettled at the time of the Application for Final Payment.
- 8.9.6 Final Payment to Contractor shall constitute a waiver of all claims which Owner might assert except those arising from: (1) unsettled claims; (2) faulty or defective work (3) failure of the work to comply with the requirements of the contract documents; (4) warranties required by this contract or that by their terms do not expire upon completion of the contract.
- 8.9.7 If, after Substantial Completion, Warranty Completion is delayed through no fault of Contractor, or by the issuance of change orders affecting Final Completion, Owner may, upon recommendation of the Project Representative, extend the contract time by a reasonable period and accept certified applications for further Progress Payments.
- 8.9.8 The contract sum identified on the schedule of values as "Final" shall be based on the contract award in an amount as follows:

<u>CONTRACT AWARD</u>			<u>FINAL AMOUNT</u>
\$45,000	-	\$100,000	9.00% of Contract Amount
\$100,000	-	\$249,999	5.00% of Contract Amount
\$250,000	-	\$499,999	3.00% of Contract Amount
\$500,000	-	\$1,999,999	2.00% of Contract Amount
\$2,000,000	-	\$4,999,999	1.50% of Contract Amount
\$5,000,000	-	\$9,999,999	1.25% of Contract Amount
\$10,000,000	-	\$19,999,999	1.00% of Contract Amount
\$20,000,000	-	up	0.75% of Contract Amount

- 8.9.9 Upon completion of all requirements identified in ARTICLE 8 as "Final" the funds representing Final Payment shall be released to Contractor along with the Certificate of Final Completion. Upon issuance of Certificate of Final Completion all contract sums shall be accounted for to Contractor and shall be paid to Contractor. However, any and all applicable bonds shall not be released until after the Warranty Period.

8.10 TIME AND LIQUIDATED DAMAGES

- 8.10.1 The time permitted for construction of the work will run from issuance of Notice to Proceed through the dates for Substantial Completion as specified in Agreement between Owner and Contractor, unless a specific completion date is specified.
- 8.10.2 The term "day" as used in this contract shall mean "calendar day" unless specifically stated otherwise.
- 8.10.3 All warranty periods and obligations accruing to Contractor through completion of the work shall be considered to begin on the date of Substantial Completion, unless otherwise agreed to separately in writing by Owner and Contractor.
- 8.10.4 Contractor shall begin the work as soon as possible after the date identified in Notice to Proceed and shall prosecute the work expeditiously and with adequate labor and materials.
- 8.10.5 Liquidated damages will, if agreed to by the parties and set out in the Agreement, be applied in the amount set out in the Agreement.
- 8.10.6 Claims for extension of time will be considered only if they affect "critical path" items specifically identified in the detailed progress schedule or in any applicable approved changes to the Contract. Claims for extension of the contract time must be made in writing to Owner, as provided in ARTICLE 9, not more than twenty (20) days after the reason for requested extension appears.

ARTICLE 9 CHANGES IN THE WORK, CONTRACT PRICE, AND TIME

9.1 CHANGE ORDERS

- 9.1.1 Without invalidating this contract, Owner may, at any time, order additions, deletions, or revisions in the work. All such changes must be authorized by written change order. Upon receipt of a change order, Contractor shall proceed with the work in accordance with applicable requirements of the contract documents. If any change order entails an increase or decrease in the contract price or an extension or curtailment of the contract time, adjustment will be made as provided herein.
- 9.1.2 Extra work will be paid for either at a fixed price specified in the change order (using unit prices or a lump sum amount) or on a time and materials basis.
- 9.1.3 Project Representative may authorize minor changes, alterations or deviations in the work in accordance with ARTICLE 2. These changes shall be authorized by written Field Order to be included in a subsequent Change Order.
- 9.1.4 Any additional work performed by Contractor without a fully executed Field Order or properly executed change order will not entitle Contractor to an increase in the contract amount or to an extension of the contract time, except in the case of emergency threatening life, safety or property.

9.2 ISSUANCE OF CHANGE ORDER

- 9.2.1 The contract sum constitutes the total compensation to Contractor for the work required by this contract. The contract price may be changed only by a properly executed change order. Any request for increase in the contract price shall be based upon written notice delivered to Project Representative within ten (10) days after the reason for the proposed increase appears. Change order proposals must be accompanied by all pertinent data and documentation, including a detailed estimate showing costs, quantities, unit prices and markups for overhead and profit.
- 9.2.2 Project Representative shall analyze Contractor's change order proposal and shall make a recommendation to Owner within a reasonable period of time. If Owner accepts the proposal, Project Representative shall prepare the change order for execution by Contractor and Owner.
- 9.2.3 The value of any work added or deleted by change order shall be determined by one of the following methods:

- A. Application of unit prices set forth in the bid: unit prices shall include all direct and indirect costs of the work, including labor, equipment (whether owned or rented), materials, home office expense, all overhead and profit. For unit price change orders involving credits to Owner, unit prices applied shall be 90% of the bid unit price.
- B. Application of mutually accepted unit prices for work not covered by bid unit prices: unit prices shall include all direct and indirect costs of the work, including labor, equipment (whether owned or rented), materials, home office expense, all overhead and profit.
- C. Mutual acceptance of a lump sum: Contractor's lump sum proposal must include an itemized breakdown of all costs of Contractor, subcontractors and suppliers. Breakdowns shall show quantities and prices of labor, materials, equipment and other direct costs. To direct costs shall be added the allowable combined overhead and profit as provided in ARTICLE 9.4.
- D. At Owner's option, Contractor may be directed to proceed with additional work on a "time and materials" basis which may also stipulate a maximum "not to exceed" amount. Contractor will be required to maintain and submit detailed records showing all quantities and prices of labor, materials, equipment and other direct costs. To direct costs shall be added the allowable combined overhead and profit as provided in ARTICLE 9.4.

9.2.4 When both additions and credits for related work or substitutions are involved in any one change, the allowance for overhead and profit shall be based on the net change. All related items within a proposal shall be considered as a single item for purposes of computing overhead and profit.

9.2.5 When Contractor is directed to proceed on a time and materials basis, costs of the work shall be submitted daily for approval by Project Representative and may only include:

- A. Actual payroll costs for employees, as substantiated by time cards, in the direct employ of Contractor for the times actually utilized in prosecution of the additional work, including allowance for benefits which Contractor customarily provides its employees;
- B. The actual substantiated cost to Contractor for all material and equipment incorporated into the work, including transportation and storage expenses;
- C. The actual substantiated amounts of payments by Contractor to subcontractors for work performed by the subcontractors;
- D. Any costs of special consultants to the extent authorized by Owner;
- E. Substantiated equipment rental costs at reasonable market rates;
- F. Additional supervision and travel costs reasonably related to the work performed;
- G. Increased bond premiums;
- H. Additional license fees, permits, or applicable taxes;
- I. Minor incidental expenses such as telegrams and long distance telephone charges.

To these direct costs shall be added the allowable combined overhead and profit as provided in ARTICLE 9.4.

9.2.6 Unless specifically agreed to by Owner in writing, the cost of additional work shall not include any portion of Contractor's general overhead, nor any sum attributable to Contractor's prosecution and supervision of the principal work at the site, nor any overtime expense, unless specifically agreed to by Owner in writing. Contractor shall not be compensated for any casualty or other losses or expenses attributable to negligence of Contractor or any person in its employ or any subcontractor or supplier.

9.2.7 Payment to Contractor shall be made only for the actual quantities of work performed and accepted or materials furnished, in conformance with the contract or applicable change order. When the accepted quantities of work or materials vary from the quantities stated in the bid schedule, Contractor shall accept as

payment in full, payment at the original contract unit prices for the quantities of work and materials furnished, completed and accepted; except as provided in the contract documents.

9.3 UNIT PRICES

- 9.3.1 When unit prices are used, and where the final quantity of a major contract item varies more than 25% above or below the bid quantity, either party to the contract may request an equitable adjustment in the contract unit price of that item. A major contract item is an item equal to 10% or more of the total contract.
- 9.3.2 When the final quantity of work is less than 75% of the bid quantity, the equitable adjustment shall be made for those units of work done and accepted, except that the total payment for the item shall not exceed 75% of the total amount bid for the item.
- 9.3.3 To determine unit prices for authorized changes or additions in the work that alter the quantity of work under a lump sum pay item, adjustment to the pay item will be determined by multiplying the added or deleted quantity by the quotient of the contract lump sum price and the estimated quantity shown on the original plans. Payment will be made under a new contract item established for that purpose. Adjustments will be made as a change order to the contract.
- 9.3.4 No allowance shall be made for any increased expenses, loss of expected reimbursement or loss of anticipated profits suffered or claimed, either directly from such alterations in quantities or indirectly from unbalanced allocations among the contract items by Contractor, or any other causes.

9.4 ALLOWABLE OVERHEAD AND PROFIT

- 9.4.1 When the value of change order work is determined by the lump sum method or by the time and materials method, the following definitions and percentages shall apply.
- 9.4.2 Direct costs are defined as the net cost to Contractor to accomplish a given change. Costs of bonds and insurance associated with the change shall be applied after addition of indirect costs.
- 9.4.3 Indirect costs are defined as general operational charges relating to the accomplishment of a given change, including but not limited to small tools, incidental job burdens and general office expense.
- 9.4.4 Overhead and Profit: Allowances for all indirect costs shall be identified as combined overhead and profit and shall not exceed the percentages in the following schedule:
- A. Additive work:
- (1) Prime Contractor:
 - (a) 15% of the direct costs of own work in excess of \$1,000.00; 20% when the total value of own work is equal to or less than \$1,000.00.
 - (b) 8% of the direct costs of work performed by subcontractors not including subcontractor's overhead and profit.
 - (c) 8% of the direct costs of equipment.
 - (2) Subcontractors: percentages represented in subsections (a) and (b) are a maximum percentage allowed regardless of the tier or number of subcontractor(s) performing the work:
 - (a) 15% total of the work performed by subcontractors in excess of \$1,000.00; 20% total of the work performed by subcontractor equal to or less than \$1,000.00.
 - (b) 8% of the direct costs of equipment.
 - (3) In no case shall overhead and profit exceed 23% of the direct costs of work or 16% of the direct costs of equipment when the cost of the work exceeds \$1,000.00. In no case shall overhead and profit exceed 28% of the direct costs of work or 16% of the direct costs of equipment when the cost of the work is equal to or less than \$1,000.00.
- B. Deductive work:
- (1) Prime Contractor: 4% of the direct cost of deleted own work.

9.5 CONCEALED CONDITIONS

- 9.5.1 This ARTICLE applies only when concealed conditions substantially at variance with the conditions set forth in the contract documents are encountered and these conditions were not foreseeable by Contractor or reasonably inferable from information provided by Architect or Owner in the bidding documents.
- 9.5.2 If it is determined the Contractor could not predict the concealed conditions as set forth under ARTICLE 9.5.1, Owner may issue a change order for the performance of additional work required with an equitable adjustment in the contract sum. Contractor shall not begin work upon any concealed condition until Owner has approved a written change order

ARTICLE 10 TESTING AND CORRECTION OF WORK

10.1 TESTS AND INSPECTIONS

- 10.1.1 Contractor shall be responsible for securing permits and approvals as set forth under ARTICLE 4.11 from entities having jurisdiction over the work. Owner may provide any special testing or inspections required by the contract documents. Contractor shall not cover work that requires testing, inspection or approval until such testing, inspection, or approval has been completed.
- 10.1.2 Contractor shall give Owner timely notice of readiness of the work for all inspections, tests or approvals. Minimum time required for giving notice of readiness will be agreed upon by Owner and Contractor prior to start up of work.
- 10.1.3 Neither observation by Owner nor inspections, tests, or approvals by Owner or Owner's testing agency shall relieve Contractor from Contractor's obligation to perform the work in accordance with the contract documents.

10.2 UNCOVERING OF WORK

- 10.2.1 If any work is covered or buried contrary to contract requirements or Owner's written request, such work shall be uncovered at Owner's request for inspections, tests or approvals. Uncovering and recovering shall be at Contractor's expense, unless Contractor has given notice of intent to cover the work and Owner has not acted with reasonable promptness to provide any necessary tests, inspections or approvals.
- 10.2.2 If any work has been covered which Owner has not specifically requested to observe prior to covering, or if Owner considers it necessary or advisable that covered work be inspected or tested by others, then Contractor shall, at Owner's request, uncover, expose or otherwise make available for observation, inspection, or testing, that portion of the work as Owner may require. Contractor shall furnish all necessary labor, materials and equipment. If such work is found to be defective, Contractor shall bear all expenses, including compensation for any additional professional services and testing. If, however, the uncovered work is found not to be defective, Contractor shall be allowed an equitable adjustment in the contract price or the contract time. Only Contractor's direct costs attributable to the uncovering of work and its recovering shall be allowed.

10.3 DEFECTIVE WORK

- 10.3.1 All work not meeting the requirements of the contract documents shall be considered defective.
- 10.3.2 Contractor shall promptly correct or replace any defective work. Any and all costs associated with correction or replacement shall be borne by Contractor. Contractor shall also bear the expense of making good all work of others destroyed or damaged or required to be redone because of the correction or replacement of defective work.
- 10.3.3 If, after seven (7) days written notice to Contractor, Contractor fails to correct deficiencies or to provide Owner with an approved schedule for correcting defective work, Owner may, without prejudice to any other remedy it may have, make good deficiencies and deduct the cost thereof from the payment then or thereafter due Contractor. No extensions of time shall be allowed for correction of work that is defective.

ARTICLE 11 WARRANTIES

- 11.1 Contractor unconditionally warrants for a period of one year from issuance of the Certificate of Substantial Completion the usability and quality of all work, labor and materials incorporated into the project, unless otherwise provided in the contract documents. After the approval of Final Payment and prior to the expiration of one year after the date of Final Completion, any work found to be defective shall be remedied promptly by Contractor within fourteen (14) days of written notice without cost to Owner and in accordance with Owner's written instructions. Contractor shall either correct such defective work, or, if it has been rejected by Owner, remove it from the site and replace it with acceptable work. If Contractor does not promptly comply with the terms of Owner's instructions, Owner may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be deducted from Warranty Period Payment or paid by Contractor to Owner, unless the surety elects to remedy deficiency.
- 11.2 In addition to other warranties set forth in this contract and in accordance with requirements stated in the contract documents, Contractor shall obtain and transmit to Architect all warranties on material and equipment incorporated into the work and either provided by the supplier or otherwise required by the contract documents. Transmittal of warranties to Owner shall be a prerequisite of the Certificate of Final Completion.
- 11.3 All material and equipment installed by Contractor shall have a manufacturer's warranty for a period of one year, except as otherwise provided by the contract documents. The period of warranty shall begin on the date of Substantial Completion unless otherwise noted on the Certificate of Substantial Completion. This article does not limit any manufacturer's warranty which extends for a period of time longer than that specified as minimum in the contract documents.
- 11.4 If a warranty period in excess of one year on a particular item or part of the work is required by the contract documents, the longer warranty period shall govern warranty obligations of Contractor.
- 11.5 Owner may accept defective work or materials found during the warranty period instead of requiring correction or removal and replacement. If acceptance occurs prior to approval of final payment, a change order shall be issued to reduce the contract price. If acceptance occurs after approval of final payment, an appropriate amount shall be paid by Contractor to Owner.
- 11.6 The provisions of this ARTICLE shall not be construed as limiting the right of Owner to make a claim against Contractor for work not constructed in accordance with the contract documents. Where a defect attributable to Contractor's or subcontractor's materials or workmanship appears after expiration of the one-year warranty period, Owner shall notify Contractor of the appearance of damages due to defective work or materials and shall offer Contractor the right to replace or repair all defective work and other work using Contractor's forces. If Contractor fails to correct the work and any consequentially damaged work within a reasonable time, or if Contractor refuses to correct the work, Owner may correct the work utilizing Owner's own forces. Contractor shall pay Owner all costs attributable to correction of the defective work and any consequential damages occasioned by the defective work.
- 11.7 Should Owner and Contractor agree to delay completion of any items, the one-year warranty period for those items shall commence upon written acceptance of each item by Owner.

ARTICLE 12 CLAIMS AND LITIGATION

- 12.1 This contract shall be governed by the laws of the State of Alaska, and any lawsuit brought thereon shall be filed in the Third Judicial District at Kenai, Alaska.
- 12.2 No controversy or claim arising out of this contract shall be subject to binding arbitration unless both Owner and Contractor agree in writing to submit the question to arbitration at the time when the controversy arises.
- 12.3 All claims, disputes and other matters in question between Contractor and Owner relating to the execution or progress of the work shall be referred initially to Project Representative, who shall render a recommendation in writing to Owner within a reasonable time.
- 12.4 During pendency of any claim arising out of this contract, Contractor shall carry on the work and maintain the Progress Schedule approved by Owner unless otherwise agreed by Contractor and Owner in writing. Should

Contractor cease work, Contractor shall be in breach of this contract and Owner shall have the right to terminate the contract and to prosecute the work to completion with Owner's own forces or with a replacement Contractor. Contractor shall be responsible for any increase in costs to Owner above the contract price.

- 12.5 Contractor may make claims for additional costs only if the additional cost involved has occurred because of:
- A. A change order issued by Owner, where the additional sum due Contractor set forth in the change order is in dispute.
 - B. An order by Owner to stop the work where Contractor was not at fault.
 - C. Concealed conditions as set out in ARTICLE 9.
 - D. Failure of payment by Owner pursuant to ARTICLE 3.
 - E. Additional costs or delays caused by separate contractors' or Owner's forces in accordance with ARTICLE 6.
- 12.6 Contractor shall not make a claim for additional costs where the basis of the claim lies in an oversight or mistake made by Contractor during the bidding process or by reason of negligent acts or omissions of Contractor or any mistake in judgment or improper selection of construction means, methods, sequences and materials during the course of construction.
- 12.7 If Contractor is entitled to make claim for an increase in the contract sum, Contractor shall deliver to Owner written notice of Contractor's intention to assert each claim within twenty (20) days after occurrence of each event giving rise to the claim. Contractor must give this notice of claim and specify the full extent and nature of the claim(s) to Owner before proceeding to execute the work upon which a claim might be asserted. No claim for additional costs or compensation shall be valid unless the prior twenty (20) day notice has been given. Adherence to this provision shall be strict. Any adjustment in the contract sum resulting from settlement of claims shall be authorized by change order.

ARTICLE 13 TERMINATION OF THE CONTRACT OR SUSPENSION OF THE WORK

13.1 TERMINATION BY OWNER

- 13.1.1 Owner shall have the right to terminate the contract if Contractor should file for bankruptcy, reorganization, otherwise be declared insolvent, or if Contractor makes a general assignment for the benefit of creditors. Exercise of these rights, where required by law, is contingent upon relief from the automatic stay provisions of the United States Bankruptcy Court or through other appropriate court order. This right of termination is in addition to the right of Owner to terminate for cause outlined below and other rights of termination as stated in the contract documents.
- 13.1.2 Termination for cause: If Contractor: (1) repeatedly refuses or fails to supply enough proper skilled workmen; or (2) fails to pay promptly all subcontractors, suppliers, or other parties as set out in the contract documents; or (3) fails to adhere in all respects to the provisions of Title 8, Chapter 30, of the Alaska Administrative Code and Title 36 of the Alaska Statutes as applicable to this contract and all other pertinent statutes, ordinances or regulations or orders of any local, state, or federal authority concerning payment; or (4) allows insurance to lapse; or (5) if after seven (7) days written notice, without prejudice to any other remedy of Owner, Contractor fails to correct to Owner's satisfaction deficiencies in work that does not conform to the contract documents; or (6) allows a situation that creates a danger to person or property to arise. Where an emergency situation creating a danger to person or property arises, Owner may at its option terminate the contract and take possession of the site and any of Contractor's equipment and material necessary to complete an emergency response or hire a separate contractor to complete the emergency response. Contractor shall be paid the contract rate for the material used and shall be paid for the use of Contractor's equipment at the price shown in the contract documents or at the rate for such equipment listed in RENTAL RATE BLUE BOOK FOR CONSTRUCTION EQUIPMENT, published by Machinery Information Division of K-III Directory Corporation, 1735 Technology Drive, Suite 410, San Jose, California 95110. If the rate for such equipment is not so listed, reliable sources will be used to determine a reasonable rate.
- 13.1.3 In the event of termination for cause, Owner shall have the right of set-off, from any payment due Contractor, of all expenses, costs, and damages including but not limited to all professional and legal expenses and attorneys' fees and costs or other additional expenditures necessary to complete the projects that are occasioned by the termination. In the event such amounts exceed the amount of payment withheld,

Contractor shall be liable to Owner for such amounts. No payment shall be made to Contractor prior to determination that a balance is due Contractor after the amount of set-off is determined.

- 13.1.4 Owner may terminate this contract at any time for the convenience of Owner for any reason deemed by Owner to be in the best interest of Owner.
- 13.1.5 If this contract is terminated for convenience, Contractor will be directed to make all necessary preparations for closing out the project and for safeguarding Owner's materials and the work already completed. Contractor will be paid for all conforming work done to date and for all materials delivered to the site and already paid for by Contractor, together with all reasonable costs directly attributed to termination, including fixed overhead. Contractor shall be responsible for minimizing the extent of such expenses and shall **not** be paid for expenses which could have been reasonably avoided. On the date that notice of termination or suspension for convenience is issued, Contractor shall immediately take all actions necessary to stop orders of material, rental of equipment or premises, employment of persons on the project, and shipment of materials not yet delivered to the site. The notice of termination or suspension for convenience shall specify a date by which all steps necessary for termination shall be completed and by which Contractor shall have removed any unused material and all Contractor's equipment and forces. Contractor shall leave the premises in a clean and safe condition on or prior to the date specified in the notice. Owner shall certify that all termination procedures have been completed and that the premises have been turned over to the possession of Owner. Within fifteen (15) days after that certification by Owner, Contractor shall render to Owner a bill for all expenses incurred in termination and for all work done subsequent to the last progress payment. Owner shall pay Contractor all sums properly due, together with any retainage not necessary to cover apparently nonconforming work or other changes, within fifteen (15) working days after the bill has been received by Owner, provided that Owner has received releases for all liens.
- 13.1.6 If Contractor is terminated for cause or default on this contract, the performance bond surety shall commence performance within fourteen (14) days of the termination or default. If the surety does not arrange for or commence performance by that date, Owner shall have the option to complete or arrange for performance and the surety shall not be relieved of any responsibility for payment of costs of performance.
- 13.1.7 Should Owner elect to terminate Contractor's services prior to final completion of the work, such termination shall not affect any rights Owner might assert against Contractor at time of termination or thereafter. Any retention or payment of monies by Owner to Contractor shall not release Contractor from that liability.

13.2 SUSPENSION OF THE WORK

- 13.2.1 Owner may, at any time and for any reason, suspend the work or any portion of it for a period not to exceed ninety (90) days, by written notice delivered to Contractor thirty (30) days prior to the date fixed for suspension. The notice of suspension shall fix the date on which the work is to be resumed and Contractor shall resume the work on the date so fixed. Equitable adjustment in the contract price, the contract time, or both shall be made for cost or delay directly attributable to suspension of the work.

13.3 TERMINATION BY CONTRACTOR

- 13.3.1 If through no act or fault of Contractor, Owner orders a suspension of work for a period of more than ninety (90) days, Contractor may, upon thirty (30) days written notice to Owner, terminate this contract and recover from Owner payment for work accepted to date plus purported overhead and profit in the manner provided in ARTICLE 9.4. Contractor shall also have the right to terminate this contract if Owner fails within forty-five (45) days to pay amounts properly due Contractor for satisfactorily accomplished work, so certified by Project Representative, as due and payable. The provisions of this section do not include amounts ordinarily retained from Contractor's Application for Payment or amounts retained because of unsatisfactory, defective, or incomplete work, or for any other reason provided in the contract documents.

ARTICLE 14 MISCELLANEOUS PROVISIONS

- 14.1 Whenever any provision of the contract documents requires written notice, such notice shall be deemed to have been given and binding when given by certified mail to the respective party at the address provided in the Legal Notice provision of the agreement section of the contract documents.

- 14.2 Neither party may assign this contract without the written consent of the other party and Contractor may not delegate duties under this contract other than as provided in the contract documents without the prior written consent of Owner.
- 14.3 In the event a provision of the contract documents is found to be unenforceable or void for any reason, it shall be considered as severed from the contract documents, and the remaining portions of the contract documents shall stand as if that provision had never been included in the contract documents. In the event the unenforceable or void provision is legally essential to the continuing existence of the contract, the parties shall attempt to substitute a reasonable replacement provision.
- 14.4 **No general condition stated in these provisions or other provision in the contract documents lessens, alters, or makes inapplicable the requirement for indemnification stated in ARTICLE 4.13. In the event of conflict between any contract provisions, the requirements set out in ARTICLE 4.13 control.**

END GENERAL CONDITIONS

PART IV

TITLE 36 WAGE SCHEDULE

Retrieve current schedule from:
www.labor.state.ak.us/lss/pamp600.htm

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT FORMS

NOTICE OF WORK

Retrieve current schedule from:
www.labor.state.ak.us/lss/forms/notice-of-work.pdf

NOTICE OF COMPLETION OF PUBLIC WORKS

Retrieve current schedule from:
www.labor.state.ak.us/lss/forms/not-comp-pub-wrks.pdf

PART V

SPECIFICATIONS

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SECTION 011100
SUMMARY OF WORK

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Project description.
 - 2. Work sequence.
 - 3. Owner occupancy.
 - 4. Contractor's use of site and premises.

1.2 PROJECT DESCRIPTION

- A. Work of this Project is described as the following areas of work:
 - 1. Exterior Work:
 - a. Remove the existing Cement Fiber lap siding and replace with new metal wall panels.
 - b. Paint existing paintable surfaces on the "Hose tower" as shown on plans.
 - 2. Interior Work:
 - a. Remove existing wood sheathing flooring and rigid insulation from unfinished area.
 - 1) Turn over sheathing to owner
 - 2) Salvage rigid insulation for re-use.
 - b. Install concrete floor system in unfinished area per construction documents.
 - 1) Fine grade and compact existing base
 - 2) Install salvaged rigid insulation
 - 3) Install concrete slab
 - c. Modify heating and electrical systems for new spaces in unfinished area.
 - d. Install partitions and doors for new spaces in unfinished area
 - e. Complete spaces in unfinished area
 - 1) Carpet squares
 - 2) Painted walls, trim, and doors
 - 3) Suspended ceiling
- B. The Project will be constructed under a single contract.

1.3 WORK SEQUENCE

- A. Coordinate construction schedule and operations with the Owner and Architect.

1.4 OWNER OCCUPANCY

- A. The Owner will occupy the site and premises during the entire period of construction for conduct of normal operations.
- B. Cooperate with the Owner to minimize conflict, and to facilitate Owner's operations.
- C. Schedule the Work to accommodate this requirement.

1.5 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow for:
 - 1. Work by separate contractors.
 - 2. Work by Owner.
 - 3. Owner occupancy.
 - 4. Use of site and premises by the public.

- B. Move any stored products under Contractor's control that interfere with the operations of the Owner.
- C. Assume full responsibility for protection and safekeeping of products under this Contract stored on site.
- D. Obtain and pay for use of any additional storage or work areas needed for operations.
- E. Coordinate use of site and premises with the Owner:
 - 1. Employee parking: In designated areas.
 - 2. Storage and staging areas: In designated areas.
- F. Do not interrupt building fire or life safety systems.
- G. Do not close or obstruct exits.
- H. Do not use or store hazardous or flammable materials on premises without Owner's approval; follow requirements of governing authorities having jurisdiction over the work.
- I. Prohibit smoking within interior spaces and within 25' of any opening.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 014000

QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. References.
 - 2. Quality assurance and control of installation.
 - 3. Test reports and certifications.
 - 4. Manufacturer's installation instructions.

1.2 REFERENCES

- A. For products or workmanship specified by reference to association, trade, or industry standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- C. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.3 QUALITY ASSURANCE AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Owner before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.4 TEST REPORTS AND CERTIFICATIONS

- A. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide test reports and manufacturers' certifications.
- B. Indicate that material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Submittals may be recent or previous test results on material or Product, but must be acceptable to Owner.
- D. Submit electronically in Adobe PDF format.

1.5 MANUFACTURER'S INSTALLATION INSTRUCTIONS

- A. When Contract Documents require that Products be installed in accordance with manufacturer's instructions:

1. Submit manufacturer's most recent printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, as applicable.
 - a. Submit in quantities specified for Product Data.
 - b. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
 - c. Identify conflicts between manufacturers' instructions and requirements of Contract Documents.
2. Perform installation of Products to comply with requirements of manufacturer's instructions.
3. If installation cannot be performed in accordance with manufacturer's instructions, notify Architect and await instructions.
4. Submit electronically in Adobe PDF format.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 017329

CUTTING AND PATCHING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Requirements and limitations for cutting and patching of work.
- B. Related sections:
 - 1. Section 012500 - Substitution Procedures.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 PREPARATION

- A. Examine existing conditions of work, including elements subject to movement or damage during cutting and patching.
- B. After uncovering work, examine conditions affecting installation of new products or performance of work.
- C. Provide protection for other portions of project.
- D. Provide protection from elements.

3.2 CUTTING AND PATCHING

- A. Execute cutting to include fitting, and patching of Work required to:
 - 1. Make several parts fit properly.
 - 2. Remove and replace defective work.
 - 3. Remove and replace work not conforming to requirements of Contract Documents.
 - 4. Provide routine penetrations of nonstructural surfaces for installation of piping and electrical conduit.
- B. Execute fitting and adjustment of products to provide finished installation to comply with specified tolerances, and finishes.
- C. Execute cutting and demolition by methods that will prevent damage to other work, and will provide proper surfaces to receive installation of repairs and new work.
- D. Employ original installer or fabricator to perform cutting and patching for:
 - 1. Weather exposed or moisture resistant elements.
 - 2. Sight exposed finished surfaces.
- E. Restore work that has been cut or removed; install new products to provide completed Work in accordance with requirements of Contract Documents.
- F. Refinish entire surfaces as necessary to provide an even finish:
 - 1. Continuous surfaces: To nearest intersections.
 - 2. Assembly: Refinish entirely.

END OF SECTION

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SECTION 024120

SELECTIVE BUILDING DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Removal of designated building construction, equipment, and fixtures.
 - 2. Identification of utilities.
- B. Related Sections:
 - 1. Division 01 - Administrative, procedural, and temporary work requirements.

1.2 REGULATORY REQUIREMENTS

- A. Conform to applicable code for demolition work, safety of structure, and dust control.
- B. Obtain required permits from authorities.
- C. Notify affected utility companies before starting work and comply with their requirements.
- D. Conform to applicable codes when hazardous or contaminated materials are discovered.
- E. Do not close or obstruct exits.
- F. Do not disable or disrupt building fire or life safety systems.

1.3 PROJECT CONDITIONS

- A. Minimize interference with streets, walks, public right-of-ways, and adjacent facilities.
- B. If hazardous materials are discovered, notify Owner and await instructions.
- C. If any of the following conditions are encountered, cease work immediately, Owner and await instructions:
 - 1. Structure is in danger of movement or collapse.
 - 2. Materials or conditions encountered differ from those designated in the Contract Documents.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 PREPARATION

- A. Erect temporary partitions, barricades, warning devices, and controls.
- B. Provide protective coverings, shoring, bracing, and supports for construction designated to remain.
- C. Temporarily or permanently disconnect utilities as required.

3.2 DEMOLITION

- A. Remove existing construction to extent indicated and as necessary to join new work to existing. Do not remove more than is necessary to allow for new construction.
- B. Do not damage work designated to remain.

- C. Minimize noise and spread of dirt and dust.
- D. Assign work to trades skilled in procedures involved.
- E. Plug ends of disconnected utilities with threaded or welded caps.
- F. Protect and support active utilities designated to remain. Post warning signs showing location and type of utility and type of hazard.
- G. Store items designated to remain property of Owner where directed by [Owner] [Design/Builder].
- H. Remove and dispose of waste materials off site.

END OF SECTION

SECTION 033000

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Cast-in-place concrete for slabs on grade.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.

1.2 REFERENCES

- A. American Concrete Institute (ACI):
 - 1. 308 - Standard Practice for Curing Concrete.
 - 2. 318 - Building Code Requirements for Structural Concrete.
- B. ASTM International (ASTM):
 - 1. C31 - Standard Test Method for Method of Making and Curing Concrete Test Specimens in the Field.
 - 2. C33 - Standard Specification for Concrete Aggregates.
 - 3. C39 - Standard Test Method for Test Method for Compressive Strength of Cylindrical Concrete Specimens.
 - 4. C94 - Standard Specification for Ready-Mixed Concrete.
 - 5. C143 - Standard Test Method for Slump of Portland Cement Concrete.
 - 6. C150 - Standard Specification for Portland Cement.
 - 7. C171 - Standard Specification for Sheet Materials for Curing Concrete.
 - 8. C172 - Standard Test Method for Method of Sampling Freshly Mixed Concrete.
 - 9. C231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
 - 10. C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
 - 11. C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
 - 12. C330 - Standard Specification for Lightweight Aggregates for Structural Concrete.
 - 13. C494 - Standard Specification for Chemical Admixtures for Concrete.

1.3 SUBMITTALS

- A. Submittals for Review:
 - 1. Concrete Mix Designs: For each concrete mix.

1.4 QUALITY ASSURANCE

- A. Concrete Mix Design: In accordance with ACI 301, Method 1 or 2.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Mix and deliver concrete to project ready mixed in accordance with ASTM C94.
- B. Schedule delivery so that pours will not be interrupted for over 15 minutes.
- C. Place concrete on site within 90 minutes after proportioning materials at batch plant.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Portland Cement: ASTM C150, Type I or II or Type I/II.
- B. Normal Weight Aggregate:
 - 1. Fine: ASTM C33, uniformly graded , not exceeding 1 ½” nominal size
- C. Water: Potable and complying with ASTM C 94.

2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 deformed.
- B. Plain-Steel Wire: ASTM A 82, as drawn.

2.3 CONCRETE MATERIALS

- A. Water: Clean and potable.
- B. Admixtures:
 - 1. Water reducing or water reducing/set retarding: ASTM C494, Type A.
 - 2. Air entraining: ASTM C260.
- C. Expansion Joint Filler: ASTM D1752, non asphaltic type.
- D. Curing Compound: ASTM C309, water based type.
- E. Absorptive Cover: AASHTO M 182, Class2 burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry.
- F. Moisture-Retaining Cover: ASTM C171, waterproof paper or polyethylene film.

2.4 MIXES

- A. Proportions: In accordance with ACI 301.
- B. Design concrete to yield characteristics scheduled at end of Section.
- C. Air Entrained Concrete: Provide air entraining admixture to produce 4 to 6 percent air by volume of concrete.

PART 3 EXECUTION

3.1 PREPARATION

- A. Notify Project Manager 24 hours prior to placing concrete.
- B. Accurately position anchor bolts, sleeves, conduit, inserts, and accessories. Do not cut reinforcing steel to facilitate installation of inserts or accessories.
- C. Remove water and debris from forms and excavations.
- D. Close openings left in forms for cleaning and inspection.
- E. Prepare previously placed [and existing] concrete surfaces by cleaning with steel wire brush and applying bonding agent in accordance with manufacturer's instructions.

- A. Where new concrete is doweled to existing, drill holes in existing concrete, insert steel dowels, and pack holes solid with non shrink grout.

3.2 VAPOR RETARDER

- A. Install, protect, and repair vapor-retarder sheets according to ASTM E 1643; place sheets in position with longest dimension parallel with direction of pour.
- B. Lap joints 6 inches and seal with manufacturers recommended tape.
- C. Install rigid insulation salvaged for re-use over 6 mil polyethylene vapor retarder.

3.3 RIGID INSULATION

- A. Install rigid insulation salvaged for re-use over 6 mil polyethylene vapor retarder.

3.4 PLACEMENT OF CONCRETE

- A. Place concrete in accordance with ACI 301 and ACI 318.
- B. Ensure reinforcement, inserts, and embedded parts are not disturbed during concrete placement.
- C. Deposit concrete as nearly as possible in its final position to minimize handling and flowing.
- D. Place concrete continuously between predetermined expansion, control, and construction joints.
- E. Do not place partially hardened, contaminated, or retempered concrete.
- F. Do not allow concrete to free fall over 8 feet; provide tremies, chutes, or other means of conveyance.
- G. Consolidate concrete with mechanical vibrating equipment. Hand compact in corners and angles of forms.
- H. Screed slabs level, to flatness tolerance of 1/8 inch in 10 feet.

3.5 JOINTS

- A. General: Construction joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Locate and install so as not to impair strength or appearance of concrete at locations indicated or as approved by Architect.
- C. Isolation Joints: Install joint-filler strips at junctions with slabs-on-grade and vertical surfaces. Such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
 - 1. Extend joint fillers full width and depth of joint, terminating flush with finished concrete surface, unless otherwise indicated.
- D. Construction (Control) joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:
 - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with groover tool to a radius of 1/8". Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces. Fill joints with sealant.
 - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof sbrasive of diamond-rimmed blades. Cut 1/8" wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks. Make sawed joints within 8 hours of placement. Fill joints with sealant.

3.6 PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- C. Provide artificial heat to maintain temperature of concrete above minimum specified temperature for duration of curing period.
- D. Keep forms sufficiently wet to prevent cracking of concrete or loosening of form joints.

3.7 FINISHING UNIFORMED SURFACES

- A. General: Comply with ACI 302.1R for screeding, restraightening, and finishing operations for concrete surfaces. Do no wet concrete surfaces.
- B. Screed surfaces with a straightedge and strike off. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane before excess moisture or bleedwater appears on the surface.
 - 1. Do not further disturb surfaces before starting finishing operations.
- C. Float Finish: Apply float finish to surfaces indicated, to surfaces to receive trowel finish, and to floor and slab surfaces to be covered with fluid-applied or sheet waterproofing, built-up or membrane roofing, or sand-bed terrazzo.
- D. Trowel Finish: Apply a hard trowel finish to surfaces indicated and to floor and slab surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin film-finish coating system.
- E. Nonslip Broom Finish: Apply a nonslip broom finish to surfaces indicated and to exterior concrete platforms, steps, and ramps. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route.

1.1 CURING

- A. Cure concrete in accordance with ACI 308:
 - 1. Horizontal surfaces:
 - a. Surfaces to receive additional toppings or setting beds: Use curing paper method.
 - b. Other surfaces: Use either curing paper or curing compound method.
 - 2. Vertical surfaces: Use either wet curing or curing compound method.
- B. Curing Compound Method:
 - 1. Spray compound on surfaces in two coats, applying second at right angle to first, at minimum rate recommended by manufacturer.
 - 2. Restrict traffic on surfaces during curing.
- C. Curing Paper Method:
 - 1. Spread curing paper over surfaces, lapping ends and sides minimum 4 inches; maintain in place by use of weights.
 - 2. Remove paper after curing.
- D. Wet Curing Method: Spray water over surfaces and maintain wet for 7 days.

1.2 CLEANING

- A. Remove efflorescence, stains, oil, grease, and foreign materials from exposed surfaces.

1.3 FIELD QUALITY CONTROL

- A. Testing and Inspection Services:
1. Certify each delivery ticket.
 2. Record time at which concrete was discharged from truck.
 3. Monitor and record amount of water and water reducing admixture added to concrete at project site.
 4. Determine ambient temperature and temperature of concrete sample for each set of test cylinders.
 5. Test cylinders:
 - a. Make test cylinders in accordance with ASTM C172; one set of 3 cylinders for each [100] cubic yards placed in any one day, for each different class of concrete.
 - b. Mold and cure cylinders in accordance with ASTM C31; test cylinders in accordance with ASTM C39; one at 7 days and two at 28 days.
 6. Slump tests: Make slump tests at beginning of each day's placement and for each set of test cylinders in accordance with ASTM C143.
 7. Air content: Determine total air content of air entrained concrete for each strength test in accordance with ASTM C231.

1.4 CONCRETE SCHEDULE

Minimum 28 Day Compressive Strength	Slump	Comments	Uses
4000 psi	4 inches	Steel Reinforcement	Slabs on grade

END OF SECTION

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SECTION 061100

FRAMING AND SHEATHING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Wall framing.
 - 2. Wood blocking and furring.
 - 3. Preservative treatment of wood.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.

1.2 REFERENCES

- A. American Wood Protection Association (AWPA):
 - 1. M4 - Standard for the Care of Preservative Treated Wood Products.
 - 2. U1 - Use Category System - User Specification for Treated Wood.
- B. ASTM International (ASTM):
 - 1. A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
 - 2. A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process.
 - 3. E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 4. F593 - Standard Specification for Stainless Steel Bolts, Hex Cap Screws and Studs.
 - 5. F1554 - Standard Specification for Anchor Bolts, Steel, 36, 55 and 105 KSI Yield Strength.
- C. Engineered Wood Association (APA) PRP-108 - Performance Standards and Qualification Policy for Structural-Use Panels.
- D. National Institute of Standards and Technology (NIST) - Product Standard PS 20 - American Softwood Lumber Standard.
- E. Northeastern Lumber Manufacturers Association (NELMA) - Standard Grading Rules for Northeastern Lumber.
- F. National Lumber Grades Authority (NLGA) - Standard Grading Rules for Canadian Lumber.
- G. Southern Pine Inspection Bureau (SPIB) - Standard Grading Rules for Southern Pine Lumber.
- H. West Coast Lumber Inspection Bureau (WCLIB) - Standard Grading Rules for West Coast Lumber.
- I. Western Red Cedar Lumber Association (WRCLA) - Grading Rules.
- J. Western Wood Products Association (WWPA) G-5 - Western Lumber Grading Rules.

1.3 SUBMITTALS – Not Used

1.4 QUALITY ASSURANCE

- A. Lumber Grading Agency: Certified to NIST PS 20.
- B. Identify lumber and sheet products by official grade mark.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Store materials above ground on framework or blocking and cover with protective waterproof covering providing for adequate air circulation.
- B. Do not store seasoned or treated materials in damp location.
- C. Protect edges and corners of sheet materials from damage.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Dimension Lumber:
 - 1. Grading rules: WWPA.
 - 2. Species: Douglas Fir / Larch
 - 3. Grade: 2 or better.
 - 4. Surfacing: Surfaced four sides S4S .
 - 5. Maximum moisture content: 19 percent.

2.2 ACCESSORIES

- A. Anchor Bolts: ASTM F1554.
- B. Fasteners:
 - 1. Type and size: As required by conditions of use.
 - 2. Exterior locations and treated products: Hot-dip galvanized steel, ASTM A153/A153M.
 - 3. Other interior locations: Plain steel.

2.3 FABRICATION

- A. Preservative Treatment:
 - 1. Treat lumber in accordance with AWPA U1:
 - a. Interior locations protected from moisture sources: Category UC1 - Interior/Dry.
 - b. Interior locations subject to sources of moisture: Category UC2 - Interior/Damp.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Set members level, plumb, and rigid.
- B. Make provisions for erection loads, and for temporary bracing to maintain structure safe, plumb, and in true alignment until completion of erection and installation of permanent bracing.
- C. Construct load bearing framing members full length without splices.
- D. Framing members in contact with concrete or masonry to have preservative treatment.
- E. Stud Framing:
 - 1. Provide single bottom plate and double top plates for load bearing partitions.
 - 2. Provide single bottom and top plates for non load bearing partitions.
 - 3. Anchor bottom plates to concrete structure expansion fasteners or power driven fasteners.
 - 4. Triple studs at corners and partition intersections.
 - 5. Anchor studs abutting masonry or concrete with toggle or expansion bolts.
 - 6. Frame openings with double studs and headers. Space short studs over and under opening to stud spacing.

- F. Provide blocking, nailers, grounds, furring, and other similar items required to receive and support work.
- G. Treat field cuts and holes in preservative treated members providing structural support in accordance with AWPA M4.

3.2 TOLERANCES

- A. Framing Members: 1/4 inch from true position, maximum.

END OF SECTION

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SECTION 066116

SOLID SURFACING FABRICATIONS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Solid surfacing countertops.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.
 - 2. Section 079200 - Joint Sealers.

1.2 REFERENCES

- A. ASTM International (ASTM) E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

1.3 SUBMITTALS

- A. Submittals for Review:
 - 1. Shop Drawings: Indicate dimensions, component sizes, fabrication details, attachment provisions and coordination requirements with adjacent work.
 - 2. Product Data: Indicate product description, fabrication information and compliance with specified performance requirements.
 - 3. Samples: 2 x 2 inch samples showing available colors.
- B. Closeout Submittals:
 - 1. Maintenance Data: Include recommended cleaning materials and procedures and damage repair.

1.4 QUALITY ASSURANCE

- A. Fabricator Qualifications: Minimum 5years experience in work of this Section.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers:
 - 1. Avonite Surfaces. (www.avonitesurfaces.com)
 - 2. Diamond Surfaces. (www.diamondsurfaces.com)
 - 3. DuPont. (www.corian.com)
 - 4. Formica Corp. (www.formica.com)
 - 5. Wilsonart International, Inc. (www.wilsonart.com)
 - 6. Or approved equal.

2.2 MATERIALS

- A. Solid Surfacing:
 - 1. Material: Homogenous sheet material composed of acrylic resins, quartz aggregates and coloring agents.
 - 2. Thickness: 1 inch.

3. Color: To be selected from manufacturer's full color range.
4. Surface finish: Semigloss.

2.3 ACCESSORIES

- A. Adhesive:
 1. Type recommended by solid surfacing manufacturer.
- B. Joint Sealer: Specified in Section 079200.

2.4 FABRICATION

- A. Fabricate components in shop to sizes and shapes indicated, in accordance with manufacturer's instructions and approved Shop Drawings.
- B. Fabricate splashes and skirts from solid surfacing in color to match countertops.
- C. Form joints to be inconspicuous in appearance and without voids. Join pieces with adhesive.
- D. Finish exposed edges to smooth, uniform bullnose profile.
- E. Allowable Tolerances:
 1. Maximum variation in size: 1/8 inch.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install in accordance with manufacturer's instructions and approved Shop Drawings.
- B. Set plumb, level, and rigid.
- C. Adhere countertops, splashes, and skirts with beads of adhesive.
- D. Seal perimeter with joint sealer as specified in Section 079200. Finish smooth and flush.
- E. Allowable Tolerances:
 1. Maximum variation from level and plumb: 1/8 inch in 10 feet, noncumulative.
 2. Maximum variation in plane between adjacent pieces at joint: Plus or minus 1/32 inch.

3.2 ADJUSTING

- A. Buff out minor scratches and abrasions.

3.3 PROTECTION

- A. Protect surfaces from damage with nonstaining coverings.

END OF SECTION

SECTION 072113
BOARD INSULATION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Board insulation under concrete slabs.
 - 2. Board insulation at inside of exterior spandrel panels.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.

1.2 REFERENCES

- A. ASTM International (ASTM):
 - 1. C578 - Standard Specification for Rigid Cellular Polystyrene Thermal Insulation.
 - 2. E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 3. E96/E96M - Standard Test Method for Water Vapor Transmission of Materials.
 - 4. E136 - Standard Test Method for Behavior of Materials in a Vertical Tube Furnace at 750 degrees C.

1.3 DELIVERY, STORAGE AND HANDLING

- A. Store insulation in clean, dry, sheltered area, off ground or floor, until used. Protect against wetting and moisture absorption.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers - Polystyrene Insulation:
 - 1. Dow Chemical Co. (www.dowbuildingmaterials.com)
 - 2. Owens Corning. (www.owenscorning.com)
 - 3. Insulfoam, Inc. (www.foamanchorage.com)
 - 4. Or approved equal.

2.2 MATERIALS

- A. Board Insulation:
 - 1. ASTM C578, closed cell extruded polystyrene foam.
 - 2. Minimum compressive strength: 40 PSI.
 - 3. Thermal resistance: Minimum LTTR value of 5.

PART 3 EXECUTION

3.1 PREPARATION

- A. Substrate:
 - 1. Remove protrusions flush with adjacent surface.

3.2 INSTALLATION

- A. Place insulation under slabs on grade in a single layer after base for slab has been compacted and vapor retarder has been installed.
- B. Prevent insulation installation from displacing or damaging vapor retarder.

- C. Lay boards with long joints continuous. Stagger end joints in adjacent rows. Offset joints in second layer minimum 24 inches from those in first layer.
- D. Butt edges and ends tight to adjacent boards, at perimeter, and around penetrations with maximum 1/4 inch gaps.
- E. Prevent insulation from being displaced or damaged while placing concrete.

END OF SECTION

SECTION 072115

BATT INSULATION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Batt insulation in interior walls assemblies.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.

1.2 REFERENCES

- A. ASTM International (ASTM):
 - 1. C665 - Standard Specification for Mineral Fiber Blanket Thermal Insulation for Wood Frame and Light Construction Buildings.
 - 2. E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 3. E136 - Standard Test Method for Behavior of Materials in a Vertical Tube Furnace at 750 Degrees C.

1.3 QUALITY ASSURANCE

- A. Fire Hazard Classification:
 - 1. Noncombustible, tested to ASTM E136.
 - 2. Flame spread/smoke developed rating of 25/50 or less, tested to ASTM E84.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Store insulation in clean, dry, sheltered area, off ground or floor, until used. Protect against wetting and moisture absorption.

1.5 PROJECT CONDITIONS

- A. Do not install insulation until building is substantially water and weather tight.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers:
 - 1. Johns Manville. (www.jm.com)
 - 2. Knauf Insulation. (www.knaufinsulation.us)
 - 3. Owens Corning. (www.owenscorning.com)
 - 4. Or approved equal.

2.2 MATERIALS

- A. Thermal Batt Insulation:
 - 1. Type: ASTM C665, glass fiber composition.
 - 2. Facing: Unfaced.
 - 3. Stapling flanges: None.
 - 4. Thermal resistance:
 - a. 3-1/2 inches thick: R-value of 11.00.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Friction fit between framing members.
- B. Butt insulation to adjacent construction. Butt ends and edges.
- C. Carry insulation around pipes, wiring, boxes, and other components.
- D. Ensure complete enclosure of spaces without voids.
- E. Apply with vapor barrier facing towards [exterior] [interior] of structure.
- F. Tape seal lapped flanges, butt ends, and tears and holes in facings.

END OF SECTION

SECTION 072600
VAPOR RETARDERS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - Sheetmaterials for controlling vapor diffusion at floors.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.

1.2 REFERENCES

- A. ASTM International (ASTM):
 - 1. E154 - Standard Test Method for Water Vapor Retarders Used in Contact with Earth Under Concrete Slabs, on Walls, or as Ground Cover.
 - 2. E1643 - Standard Practice for Selection, Design, Installation, and Inspection of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs.
 - 3. E1745 - Standard Test Method for Water Vapor Retarders Used in Contact with Soil or Granular Fill Under Concrete Slabs.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers:
 - 1. Griffolyn, Division of Reef Industries. (www.reefindustries.com)
 - 2. Raven Industries. (www.rufco.com)
 - 3. Stego Industries. (www.stegoindustries.com)
 - 4. W.R. Meadows, Inc. (www.wrmeadows.com)
 - 5. Or approved equal.
- B.

2.2 MATERIALS

- A. Vapor Retarder: Minimum 6 mil thick clear polyethylene film.

2.3 ACCESSORIES

- A. Joint Tape: Minimum 3 inches wide, pressure sensitive, waterproof, compatible with vapor retarder.

PART 3 EXECUTION

3.1 INSTALLATION - UNDER SLABS ON GRADE

- A. Install in accordance with manufacturer's instructions and ASTM E1643.
- B. Remove sharp rocks and objects that could puncture vapor retarder.
- C. Install vapor retarder without tears, voids, and holes.
- D. Lap ends and edges minimum 6 inches over adjacent sheets.
- E. Tape seal lapped joints, tears, holes, perimeter, and other penetrations through vapor retarder.

3.2 REPAIR

- A. Inspect vapor retarder for damage just prior to covering.
- B. Clean damaged areas and cover with additional vapor retarder material cut minimum 6 inches larger than damaged area on all sides. Seal to main vapor retarder with continuous tape.

END OF SECTION

SECTION 074213

METAL WALL PANELS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Preformed metal wall panel system.
 - 2. Flashings, trim, anchorage, and accessories.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.
 - 2. Section 079200 - Joint Sealers.

1.2 REFERENCES

- A. American Architectural Manufacturers Association (AAMA)www.aamanet.org:
 - 1. 621 - Voluntary Specifications for High Performance Organic Coatings on Coil Coated Architectural Hot Dipped Galvanized (HDG) and Zinc-Aluminum Coated Steel Substrates.
 - 2. 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Architectural Extrusions and Panels.
 - 3. 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Architectural Extrusions and Panels.
- B. ASTM International (ASTM)www.astm.org:
 - 1. A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - 2. A755/A755M - Standard Specification for Steel Sheet, Metallic Coated by the Hot-Dip Process and Prepainted by the Coil-Coating Process for Exterior Exposed Building Products.
 - 3. A792/A792M - Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
 - 4. B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 - 5. E330 - Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.

1.3 SUBMITTALS

- A. Submittals for Review:
 - 1. Shop Drawings: Show configuration of panels, trim members, and closures.
 - 2. Product Data: Show system components including panels, trim, and accessories.
 - 3. Samples:
 - a. 3 x 3 inch finish samples showing available colors.
 - 4. Warranty: Sample warranty form.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Minimum 2 years' experience in work of this Section.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Protect panels from contact with materials that could cause staining or discoloration of finish.

1.6 PROJECT CONDITIONS

- A. Do not install panels on wet or frozen substrate.

1.7 WARRANTIES

- A. Furnish manufacturer's 2 year warranty providing coverage against chipping, cracking, fading, or delamination of panel finish.
- B. Furnish manufacturer's 2 year warranty providing coverage against rupture, perforation, or structural failure of aluminum-zinc alloy coated panels.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers:
 - 1. AEP-Span. (www.aepspace.com)
 - 2. Berridge Manufacturing Co. (www.berridge.com)
 - 3. Centria Architectural Systems. (www.centria.com)
 - 4. MBCI. (www.mbc.com)
 - 5. Petersen Aluminum Corp. (www.pac-clad.com)
 - 6. VicWest. (www.vicwest.com)
- B. Substitutions: Under provisions of Division 01.

2.2 MATERIALS

- A. Aluminum-Zinc Alloy Coated Steel Sheet:
 - 1. ASTM A792, Commercial Quality, aluminum-zinc alloy coating.

2.3 ACCESSORIES

- A. Fasteners: 300 Series stainless steel, type best suited to application; head color to match panels where exposed, with neoprene gasketed washers.
- B. Panel End Closures: Sponge neoprene, cut to fit panel configuration, minimum 1 inch depth.
- C. Joint Sealers: Specified in Section 079200.

2.4 FABRICATION

- A. Fabricate panels from minimum 24 gage precoated galvanized steel sheet.
- B. Panel Profile: 36 inches wide x 1 inches minimum deep, with intermediate stiffening ribs at 6 inches minimum on center, nesting edges
- C. Trim: Profiles as indicated or as required, fabricated from same material as panels.
- D. Roll form panels and trim to required profiles in longest practical lengths.

2.5 FINISHES

- A. Panels and Trim: fluoropolymer coating containing minimum 50 percent PVDF resins, color to be selected from manufacturer's full color range.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install in accordance with manufacturer's instructions and approved Shop Drawings.
- B. Install aligned, level, and plumb.
- C. Fasten panels to supports .

- D. Lap end joints 4 inches minimum (allowed only on panels exceeding 12' in length).
- E. Install trim to maintain visual continuity of system.
- F. Install joint sealers and gaskets to prevent water penetration.
- G. Installation Tolerances:
 - 1. Variation from location: Plus or minus 1/4 inch.
 - 2. Variation from plane: 1/4 inch in 10 feet.

3.2 ADJUSTING

- A. Touch up field cuts and abrasions on finished surfaces to match factory finish.

END OF SECTION

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SECTION 079200

JOINT SEALERS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Joint backup materials.
 - 2. Joint sealers.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.

1.2 REFERENCES

- A. ASTM International (ASTM):
 - 1. C510 - Standard Test Method for Staining and Color Change of Single- or Multicomponent Joint Sealants.
 - 2. C719 - Standard Test Method for Adhesion and Cohesion of Elastomeric Joint Sealants Under Cyclic Movement (Hockman Cycle).
 - 3. C794 - Standard Test Method for Adhesion-In-Peel of Elastomeric Joint Sealants.
 - 4. C834 - Standard Specification for Latex Sealing Compounds.
 - 5. C919 - Standard Practice for Use of Sealants in Acoustical Applications.
 - 6. C920 - Standard Specification for Elastomeric Joint Sealants.
 - 7. C1193 - Standard Guide for Use of Joint Sealants.
 - 8. C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants.
 - 9. C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid Applied Sealants.
 - 10. C1472 - Standard Guide for Calculating Movement and Other Effects When Establishing Sealant Joint Width.
 - 11. C1521 - Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints.
 - 12. D2203 - Standard Test Method for Staining from Sealants.
 - 13. D6690 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.

1.3 SUBMITTALS

- A. Submittals for Review:
 - 1. Product Data: Indicate sealers, primers, backup materials, bond breakers, and accessories proposed for use.
 - 2. Warranty: Sample warranty form.

1.4 QUALITY ASSURANCE

- A. Applicator Qualifications: Minimum 2 years' experience in work of this Section.
- B. Laboratory Pre-Construction Testing:
 - 1. Obtain representative samples of actual substrate materials.
 - 2. Test sealers and accessories for following:
 - a. Adhesion: Test to ASTM C794 and ASTM C719; determine surface preparation and required primer.
 - b. Compatibility: Test to ASTM C1087; determine that materials in contact with sealers do not adversely affect sealant materials or sealant color.
 - c. Staining: Test to ASTM D2203, ASTM C510, or ASTM C1248; determine that sealants will not stain joint substrates.
 - d. Pre-construction testing is not required when sealant manufacturer furnishes data acceptable to Owner based on previous testing for materials matching those of this Project.

1.5 PROJECT CONDITIONS

- A. Do not apply sealers at temperatures below 40 degrees F unless approved by sealer manufacturer.

1.6 WARRANTIES

- A. Furnish manufacturer's 10 year warranty providing coverage for exterior sealers and accessories that fail to provide air and water tight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers:
 1. BASF Building Systems. (www.buildingsystems.basf.com)
 2. Dow Corning Corp. (www.dowcorning.com)
 3. GE Silicones. (www.siliconeforbuilding.com)
 4. Pecora Corp. (www.pecora.com)
 5. Sika Corp. (www.sikausa.com)
 6. Tremco, Inc. (www.tremcosealants.com)
 7. Or approved equal.

2.2 MATERIALS

- A. Joint Sealer Type 1:
 1. ASTM C920, Grade NS, single component polyurethane type, non sag.
 2. Movement capability: Plus or minus 25 percent.
 3. Color: To be selected from manufacturer's full color range.
- B. Joint Sealer Type 2:
 1. ASTM C920, Grade NS, single component butyl rubber type, non sag.
 2. Movement capability: Plus or minus 12-1/2 percent.
 3. Color: To be selected from manufacturer's full color range.
- C. Joint Sealer Type 3:
 1. ASTM C834, single component acrylic latex, non sag.
 2. Movement capability: Plus or minus 7-1/2 percent.
 3. Paintable
 4. Color: White.

2.3 ACCESSORIES

- A. Primers, Bondbreakers, and Solvents: As recommended by sealer manufacturer.
- B. Joint Backing:
 1. ASTM C1330, closed cell polyethylene foam, preformed round joint filler, non absorbing, non staining, resilient, compatible with sealer and primer, recommended by sealer manufacturer for each sealer type.
 2. Size: Minimum 1.25 times joint width.

PART 3 EXECUTION

3.1 PREPARATION

- A. Remove loose and foreign matter that could impair adhesion. If surface has been subject to chemical contamination, contact sealer manufacturer for recommendation.
- B. Clean and prime joints in accordance with manufacturer's instructions.

- C. Protect adjacent surfaces with masking tape or protective coverings.
- D. Calculate joint dimensions in accordance with ASTM C1472.

3.2 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Install sealers and accessories in accordance with ASTM C1193.
- C. Install acoustical sealers and accessories in accordance with ASTM C919.
- D. Install joint backing to maintain required sealer dimensions. Compress backing approximately [25] [__] percent without puncturing skin. Do not twist or stretch.
- E. Use bondbreaker tape where joint backing is not installed.
- F. Fill joints full without air pockets, embedded materials, ridges, and sags.
- G. Tool sealer to smooth profile.
- H. Apply sealer within manufacturer's recommended temperature range.

3.3 CLEANING

- A. Remove masking tape and protective coverings after sealer has cured.
- B. Clean adjacent surfaces.

3.4 SCHEDULE

JOINT LOCATION OR TYPE	SEALER TYPE
Exterior Joints:	
Joints in above-grade surfaces	I and 2
Interior Joints:	
Joints in countertops	1
Other Joints	3

END OF SECTION

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SECTION 08 1113

HOLLOW METAL DOORS AND FRAMES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Hollow steel doors and frames.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.
 - 2. Section 08 7100 - Door Hardware.
 - 3. Section 08 8000 - Glazing.

1.2 REFERENCES

- A. American National Standards Institute (ANSI)/Steel Door Institute (SDI):
 - 1. A250.3 - Test Procedure and Acceptance Criteria for Factory Applied Finished Painted Steel for Steel Doors and Frames.
 - 2. A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames, Frame Anchors and Hardware Reinforcings.
 - 3. A250.8 - Recommended Specifications for Standard Steel Doors and Frames.
 - 4. A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames.
 - 5. A250.11 - Recommended Erection Instructions for Steel Frames.
- B. ASTM International (ASTM):
 - 1. A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process.
 - 2. A924 - Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process.
 - 3. A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
 - 4. E413 - Classification for Rating Sound Insulation.
- C. National Fire Protection Association (NFPA) 80 - Standard for Fire Doors and Fire Windows.
- D. Steel Door Institute (SDI) 117 - Manufacturing Tolerances for Standard Steel Doors and Frames.
- E. Underwriters Laboratories (UL):
 - 1. 10B - Standard for Fire Tests of Door Assemblies.
 - 2. 10C - Standard for Positive Pressure Fire Tests of Door Assemblies.

1.3 SUBMITTALS

- A. Submittals for Review:
 - 1. Shop Drawings: Show locations, elevations, dimensions, model designations, fire ratings, preparation for hardware, and anchoring details.
 - 2. Product Data: Show elevations, dimensions, gages of metal, hardware reinforcing gages and locations, and anchor types.
- B. Quality Control Submittals:
 - 1. Certificates of Compliance: Certification that products furnished comply with ANSI/SDI A250.3, ANSI/SDI 250.4, and ANSI/SDI A250.10.

1.4 QUALITY ASSURANCE

- A. Doors: ANSI/SDI A250.8.

- B. Frames: ANSI/SDI A250.8, Grade II - Heavy Duty.
- C. Installed Fire Rated Door and Frame Assemblies: Conform to NFPA 80 and are listed and labeled by a qualified testing agency.
- D. Fire-Rated, Borrowed-Light Frame Assemblies: Assemblies complying with NFPA 80 that are listed and labeled, by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire-protection ratings indicated, based on testing according to UBC Standard 7-4.
- E. Source Limitations: Obtain hollow metal work from single source from single manufacturer.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Ship door frames with removable angle spreader; do not remove until frame is installed.
- B. Store doors upright in protected, dry area, off ground or floor, with at least ¼ inch space between individual units.
- C. Do not cover with non-vented coverings that create excessive humidity.
- D. Remove wet coverings immediately.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers:
 - 1. Amweld International. (www.amweld.com)
 - 2. Ceco Door. (www.cecodoor.com)
 - 3. Curries. (www.curries.com)
 - 4. Pioneer Industries, Inc. (www.pioneerindustries.com)
 - 5. Steelcraft. (www.steelcraft.com)
 - 6. Or Approved Equal

2.2 MATERIALS

- A. Steel Sheet:
 - 1. ASTM A1008/1008M, cold rolled, Commercial Steel (CS), Type B; suitable for exposed applications
 - 2. ASTM A1008/1011M, hot rolled, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- B. Galvanized Steel Sheet:
 - 1. ASTM A653/A653M, Commercial Steel (CS), Type B; with minimum A40 metallic coating.
- C. Frame Anchors: ASTM A 591A/591N, commercial steel (CS), 40Z coating designation; mill phosphatized.
- D. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A, 153M.

2.3 ACCESSORIES

- A. Glass, Glazing Sealers, and Accessories: Specified in Section 08 8000.
- B. Primer: Zinc rich type.

2.4 FABRICATION

- A. Fabricate doors and frames in accordance with ANSI/SDI A250.8.
- B. Doors:
 - 1. Close top and bottom edges of doors with steel channel, minimum 0.042-inch-thick, extending full width of door, and spot welded to both faces, with top channel flush and bottom channel recessed.
 - 2. Fill voids between vertical steel stiffeners with batt insulation.
 - 3. Fabricate vertical door edges as vertical seam edge filled, dressed smooth, intermittently welded seams, edge filled, dressed smooth, or continuously welded seam, dressed smooth.
- C. Frames:
 - 1. Fabricate from minimum 0.053-inch-thick sheets.
 - 2. Close corner joints tight with trim faces mitered and face welded, full profile welded, or continuously welded and ground smooth.
 - 3. Anchors:
 - a. Provide one anchor at each jamb for each 30 inches of door height.
 - b. Design anchors to provide positive fastenings to adjacent construction.
 - c. Provide one floor anchor welded to each jamb.
- D. Accurately form to required sizes and profiles.
- E. Grind and dress exposed welds to form smooth, flush surfaces.
- F. Do not use metallic filler to conceal manufacturing defects.
- G. Fabricate with internal reinforcement for hardware specified in Section 08 7100; weld in place.
- H. Glazing Stops:
 - 1. Manufacturer's standard, screw on type with mitered corners.
 - 2. Form stops from minimum 20 gage steel; prefit for field glazing.
 - 3. Locate screws within 1 inch of ends of stops and maximum 8 inches on center.
 - 4. Install glazing stops on secure side of frames.
- I. Design Clearances:
 - 1. Between door and frame: Maximum 1/8 inch.
 - 2. Between meeting edges of pairs of doors:
 - a. Non-fire rated doors: 3/16 inch plus or minus 1/16 inch.
 - b. Fire-rated doors: 1/8 inch plus or minus 1/16 inch.
 - 3. Undercut:
 - a. Non-fire rated doors: Maximum 3/4 inch.
 - b. Fire-rated doors: Comply with NFPA 80.
 - 4. Between face of door and stop: 1/16 to 3/32 inch.
- J. Manufacturing Tolerances: In accordance with SDI-117.

2.5 FINISHES

- A. Dress tool marks and surface imperfections to smooth surfaces.
- B. Clean and chemically treat steel surfaces.
- C. Touch up damaged metallic coatings.
- D. Apply manufacturer's standard rust inhibiting primer paint, air-dried or baked on, meeting requirements of ANSI/SDI A25010.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install doors and frames in accordance with ANSI/SDI A250.11.
- B. Set plumb and level.
- C. Secure to adjacent construction using fastener type best suited to application.
- D. Install glass provided by owner.
- E. Install hardware in accordance with Section 08 7100.

3.2 ADJUSTING

- A. Touch up minor scratches and abrasions in primer paint to match factory finish.

END OF SECTION

SECTION 083100

ACCESS DOORS AND PANELS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Access doors and frames for wall surfaces.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.

1.2 REFERENCES

- A. ASTM International (ASTM):
 - 1. A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - 2. A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
- B. Underwriters Laboratories (UL) 10B - Standard for Fire Tests of Door Assemblies.

1.3 SUBMITTALS

- A. Submittals for Review:
 - 1. Product Data: Provide sizes, types, finishes, scheduled locations, and details of adjoining work.

1.4 QUALITY ASSURANCE

- A. Fire Door Construction: Conform to UL 10B.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers:
 - 1. Acudor Products, Inc. (www.acudor.com)
 - 2. Babcock-Davis, Inc. (www.babcockdavis.com)
 - 3. J.L. Industries. (www.jlindustries.com)
 - 4. Karp Associates, Inc. (www.karpinc.com)
 - 5. Milcor. (www.milcorinc.com)
 - 6. Nystrom, Inc. (www.nystrom.com)
 - 7. Or approved equal.

2.2 MATERIALS

- A. Steel Sheet: ASTM A1008/A1008M, cold rolled.
- B. Galvanized Steel Sheet: ASTM A653/A653M, Structural Quality.

2.3 FABRICATION

- A. Fabricate door frame of steel sheet:
 - 1. Doors 16 x 16 inches and smaller: Minimum 18 gage.
 - 2. Doors over 16 x 16 inches: Minimum 16 gage.
 - 3. Fabricate frames with flange type to suit installation conditions.
- B. Fabricate non-rated door panels of minimum 14 gage steel sheet.

- C. Fabricate fire rated door panels of two sheets of minimum 20 gage steel sheet. Fill core with noncombustible insulation.
- D. Recess door face to receive gypsum board flush with adjacent surface.
- E. Weld, fill, and grind joints to flush and square appearance.
- F. Hardware:
 - 1. Continuous steel hinges, 175 degree opening.
 - 2. Screwdriver operated cam latch.
 - 3. Automatic closers for fire rated doors.

2.4 FINISHES

- A. Doors: One coat rust-inhibiting primer paint, sprayed and baked.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install units in accordance with manufacturer's instructions.
- B. Install plumb and level in openings. Secure rigidly in place.
- C. Position units where indicated or where required to provide convenient access to concealed work requiring maintenance.

END OF SECTION

SECTION 087100

DOOR HARDWARE

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Hardware for steel doors.
 - 2. Weather-stripping and thresholds.
 - 3. Sound and Smoke seals.
 - 4. Hardware for other sections referencing this section.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.

1.2 REFERENCES

- A. American National Standards Institute/Builders Hardware Manufacturers Association (ANSI/BHMA):
 - 1. A156.1 - Butts and Hinges.
 - 2. A156.2 - Bored and Preassembled Locks and Latches.
 - 3. A156.3 - Exit Devices.
 - 4. A156.4 - Door Controls - Closers.
 - 5. A156.5 - Auxiliary Locks and Associated Products.
 - 6. A156.13 - Mortise Locks and Latches.
 - 7. A156.18 - Materials and Finishes.
 - 8. A156.26 - Continuous Hinges.
 - 9. A156.31 - Electric Strikes.
- B. National Fire Protection Association (NFPA):
 - 1. 80 - Standard for Fire Doors and Windows.
 - 2. 105 - Installation of Smoke Control Door Assemblies.

1.3 SUBMITTALS

- A. Submittals for Review:
 - 1. Shop Drawings: Schedule hardware by door type and location; show door size, hand, thickness, edge bevel, hardware components and quantities, keying, and finishes.
 - 2. Product Data: Manufacturer's descriptive data for each component.
 - 3. Samples: One sample of each hardware item, if requested. [Samples will be returned for installation on Project.]
 - 4. Warranty: Sample warranty form.
- B. Closeout Submittals:
 - 1. Copy of approved hardware schedule.
 - 2. Keying list.
 - 3. Keys; tag with mark corresponding to keying schedule.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Minimum 5 years' experience in work of this Section.
- B. Provide hardware labeled by recognized independent testing laboratory and meeting requirements of NFPA 80 for fire rated doors.
- C. Provide smoke gasketing at fire rated doors in accordance with NFPA 105.
- D. Conform to applicable accessibility code for locating hardware and for door opening force requirements.

- E. Pre-Installation Conference:
 1. Convene at site prior to ordering permanent cylinders for Project.
 2. Attendance: Project Manager, Contractor, and hardware supplier.
 3. Review, discuss, and finalize Owner's keying requirements.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Pack hardware items separately, with fasteners, installation instructions, and templates.
- B. Mark containers with item number corresponding to hardware schedule.

1.6 WARRANTIES

- A. Furnish manufacturer's 3 year warranty for locksets and latchsets, and door closers.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Any item shown in the hardware schedule, but not listed below shall be supplied as shown unless otherwise approved by the Owner.

ITEM	MANUFACTURER	ACCEPTABLE SUB
Hinges	Ives	McKinney, Bonner
Locks	Schlage	None
Closers	LCN	None
Silencers	Ives	Hager, Trimco, Rockwood
Push & Pull Plates	Ives	Hager, Trimco, Rockwood
Kickplates	Ives	Hager, Trimco, Rockwood
Stops & Holders	Ives	Hager, Trimco, Rockwood
Overhead Stops	Glynn-Johnson	None
Thresholds	Pemko	National Guard
Seals and Bottoms	Pemko	National Guard

2.2 FINISHES

- A. Finishes: To ANSI/BHMA A156.18.
- B. Door Closers: Finish No. 689 Aluminum
- C. Hinges at Fire-Rated Doors: Finish No. 626 Dull Chrome
- D. Thresholds and Door Seal Housings: Clear anodized.
- E. Other: Finish No. 626 Dull Chrome

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install hardware in accordance with approved hardware schedule and manufacturer's instructions.
- B. Install mortise items flush with adjacent surfaces.

- C. Install locksets, closers, and trim after finish painting.
- D. Set thresholds in mastic and secure.
- E. Mount closers so that closers and closer arms are not visible on corridor or public side of doors or on exterior of building.

3.2 PROTECTION

- A. Remove or protect hardware until painting is completed.

3.3 ADJUSTING

- A. Test and adjust hardware for quiet, smooth operation, free from binding and rattling.
- B. Adjust doors to operate with maximum opening forces as follows:
 1. Interior non-fire rated doors: 5.0 pounds.
 2. Interior fire-rated doors: 5.0 pounds.
 3. Exterior doors: 8.5 pounds.

3.4 DOOR HARDWARE GROUPS

HW SET 12

3	EA	HINGE	5BB1 4.5 X 4.5 NRP	652	IVE
1	EA	LOCK	CO-200-MS-70-KP-RHO-PD		SCH
1	EA	SURFACE CLOSER	4041	689	LCN
1	EA	WALL STOP	WS401CCV	626	IVE
1	SET	SMOKE GASKET	S88D	DKB	PEM

END OF SECTION

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SECTION 088000

GLAZING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Glass for other sections referencing this Section.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.

1.2 REFERENCES

- A. American Architectural Manufacturers Association (AAMA) 800 - Voluntary Specifications and Test Methods for Sealants.
- B. American National Standards Institute (ANSI) Z97.1 - Safety Performance Specifications and Methods of Test for Safety Glazing Material Used in Buildings.
- C. ASTM International (ASTM):
 - 1. C794 - Standard Test Method for Adhesion-In-Peel of Elastomeric Joint Sealants.
 - 2. C864 - Standard Specification for Dense Elastomeric Compression Seal Gaskets, Setting Blocks, and Spacers.
 - 3. C920 - Standard Specification for Elastomeric Joint Sealants.
- D. Consumer Product Safety Commission (CPSC) 16 CFR 1201 - Safety Standard for Architectural Glazing Materials.
- E. Glass Association of North America (GANA):
 - 1. Engineering Standards Manual.
 - 2. Glazing Manual.
 - 3. Laminated Glass Design Guide.
- F. National Fenestration Rating Council (NFRC):
 - 1. 100 - Procedure for Determining Fenestration Product Thermal Properties.
 - 2. 200 - Procedure for Determining Fenestration Product Solar Heat Gain Coefficients at Normal Incidence.
 - 3. 300 - Procedures for Determining Solar Optical Properties of Simple Fenestration Products.

1.3 SYSTEM DESCRIPTION

- A. Glass Sidelight provided by Owner

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Minimum 5 years experience in work of this Section.
- B. Perform Work in accordance with GANA Glazing Manual.

1.5 PROJECT CONDITIONS

- A. Perform glazing when ambient temperature is above 40 degrees F.
- B. Perform glazing on dry surfaces.

PART 2 PRODUCTS

- 2.1 MANUFACTURERS: Side light provided by Owner, installed by Contractor.

2.2 ACCESSORIES

- A. Setting Blocks: ASTM C864, neoprene or EPDM, or ASTM C1115, silicone; 80 to 90 Shore A durometer hardness.
- B. Spacers: ASTM C864, neoprene or EPDM, or ASTM C1115, silicone; 50 to 60 Shore A durometer hardness.
- C. Primer: As recommended by glazing sealant manufacturer.
- D. Glazing Tape: AAMA 800; closed cell polyvinyl chloride foam, maximum 2 percent water absorption by volume, designed for 25 percent compression percent for air barrier and vapor retarder seal, black color, coiled on release paper over adhesive on two sides; widths required for installation.

PART 3 EXECUTION

3.1 PREPARATION

- A. Clean glazing rabbets; remove loose and foreign matter.
- B. Remove protective coatings on metal surfaces.
- C. Clean glass just prior to installation.

3.2 INSTALLATION - GENERAL

- A. Install glass in accordance with glass manufacturer's instructions.
- B. Maintain manufacturer's recommended edge and face clearances between glass and frame members.

3.3 INSTALLATION - TAPE GLAZING METHOD

- A. Apply tape to permanent stops, projecting slightly above sight line.
- B. Press glass into contact with tape.
- C. Place glazing tape on removable stop side of glass.
- D. Install removable stop and apply pressure to ensure contact.
- E. Trim protruding tape edges.

3.4 PROTECTION

- A. After installation, mark glass with an 'X' using removable plastic tape.

END OF SECTION

SECTION 092900

GYPSUM BOARD

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Acoustical insulation.
 - 2. Gypsum board.
 - 3. Cementitious panels.
 - 4. Taping and bedding of gypsum board.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.
 - 2. Section 079200 - Joint Sealers.

1.2 REFERENCES

- A. American National Standards Institute (ANSI):
 - 1. A108.11 - Interior Installation of Cementitious Backer Units.
 - 2. A118.9 - Test Methods and Specifications for Cementitious Backer Units.
- B. ASTM International (ASTM):
 - 1. C475 - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board.
 - 2. C1002 - Standard Specification for Steel Drill Screws for the Application of Gypsum Board.
 - 3. C1047 - Standard Specifications for Accessories for Gypsum Wallboard and Gypsum Veneer Base.
 - 4. C1396 - Standard Specification for Gypsum Board.
 - 5. D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber.
 - 6. E90 - Standard Test Method for Airborne Sound Transmission Loss of Building Partitions.
 - 7. E413 - Standard Test Method for Classification for Rating Sound Insulation.
- C. Gypsum Association (GA):
 - 1. GA-214 - Levels of Gypsum Board Finish.
 - 2. GA-216 - Recommended Specifications for the Application and Finishing of Gypsum Board.
 - 3. GA-600 - Fire Resistance Design Manual.
- D. Underwriters Laboratories, Inc. (UL) - Fire Resistance Directory.

1.3 SUBMITTALS

- A. Submittals for Review:
 - 1. Product Data: Illustrate panel product types, thicknesses, and locations; acoustical insulation; and accessories.

1.4 QUALITY ASSURANCE

- A. Fire Resistance Ratings:
 - 1. Construct assemblies to achieve fire resistance ratings indicated on Drawings, in accordance with [applicable] [referenced] [GA] [or] [UL] design number.
 - 2. If requirements of assembly numbers referenced conflict with Contract Document requirements, conform to assembly requirements.

1.5 PROJECT CONDITIONS

- A. Do not install gypsum board until building is substantially weathertight.

- B. Maintain temperature in spaces in which work is being performed above 50 degrees F during and after installation.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers - Gypsum Panels:
 - 1. CertainTeed Gypsum, Inc. (www.certainteed.com)
 - 2. GP Gypsum Corporation. (www.gp.com)
 - 3. National Gypsum Co. (www.nationalgypsum.com)
 - 4. USG Corporation. (www.usg.com)
 - 5. Or approved equal

2.2 MATERIALS - GYPSUM PANELS

- A. General: Comply with ASTM C1396; 48 inches wide x 5/8 inch thick, maximum practical length that will minimize joints in each area.
- B. Type X: 5/8" thickness, long edge tapered for pre-filling.
- C. Type C: 5/8" thickness, long edge tapered for pre-filling.

2.3 ACCESSORIES

- A. Fasteners: Use screws of type and size recommended by panel manufacturer.
- B. Trim Accessories: ASTM C1047.
 - 1. Material: Galvanized or aluminum-coated steel sheet or rolled zinc.
 - 2. Corner bead
 - 3. LC-Bead; J-shaped; exposed long flange receives joint compound.
- C. Joint Treatment Materials:
 - 1. Reinforcing tape and joint compound; ASTM C475/C475M.

PART 3 EXECUTION

3.1 INSTALLATION OF GYPSUM PANELS

- A. Install panels and accessories in accordance with ASTM C754, GA-216, and manufacturer's instructions.
- B. Accurately cut panels to fit around openings and projections. Do not tear face paper or break gypsum core.
- C. Apply panels in most economical manner, with ends and edges occurring over supports.
- D. Apply panels at fire-rated assemblies as required by design assembly.
- E. Stagger joints on opposite sides of partitions.
- F. Do not locate joints to align with edges of openings unless a control joint is installed.
- G. Mechanically fasten panels to framing. Place fasteners minimum 3/8 inch from edges of panels; drive heads slightly below surface. Stagger fasteners at abutting edges.
- H. At deflection compensating head tracks, cut panels ½ inch short of structure at head; do not secure panels to top runner channel.

- I. Where recessed items occur in fire rated partitions, box item on all sides with gypsum board as required to maintain continuity of fire rating.

3.2 INSTALLATION OF ACCESSORIES

- A. Install in accordance with manufacturer's instructions.
- B. Install corner reinforcement at outside corners. Use single lengths where length of corner does not exceed standard length.
- C. Install casings where indicated and where gypsum board abuts dissimilar materials or stops with edge exposed.

3.3 JOINT TREATMENT

- A. Treat joints and fasteners in gypsum board in accordance with GA-214.
- B. Levels of Finish:
 - 1. Surfaces in non-public areas: Level 2 finish.
 - 2. Surfaces to receive flat or eggshell paints or wall coverings: Level 4 finish.
 - 3. Surfaces to receive semigloss or gloss paints: Level 5 finish.

END OF SECTION

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SECTION 095100

ACOUSTICAL CEILINGS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Suspended metal ceiling grid system.
 - 2. Acoustical panels.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.

1.2 REFERENCES

- A. ASTM International (ASTM):
 - 1. A641 - Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire.
 - 2. C635 - Standard Specification for Metal Suspension Systems for Acoustical Tile and Lay-In Panel Ceilings.
 - 3. C636 - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels.
 - 4. E1264 - Standard Classification of Acoustical Ceiling Products.
- B. Ceiling and Interior Systems Construction Association (CISCA) - Ceiling Systems Handbook.
- C. Underwriters Laboratories, Inc. (UL) - Fire Resistance Directory.

1.3 SUBMITTALS

- A. Submittals for Review:
 - 1. Samples:
 - a. 12 x 12 inch acoustical panel samples.
 - b. 6 inch long suspension system samples showing each profile.
- B. Quality Control Submittals:
 - 1. Certificates of Compliance: Certification from an independent testing laboratory that acoustical panels meet fire hazard classification requirements.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Minimum 5 years experience in work of this Section.

1.5 PROJECT CONDITIONS

- A. Environmental Requirements: Install in approximately same conditions of temperature and humidity as will prevail after installation.

1.6 MAINTENANCE

- A. Extra Materials: One unopened carton of each acoustical panel.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers - Acoustical Units:
 - 1. Armstrong World Industries, Inc. (www.armstrong.com)

2. Chicago Metallic Corporation. (www.chicago-metallic.com)
 3. USG Corporation. (www.usg.com)
 4. Or approved equal.
- B. Acceptable Manufacturers - Suspension System:
1. Armstrong World Industries, Inc. (www.armstrong.com)
 2. Certainteed Corporation (www.certainteed.com)
 3. USG Corporation. (www.usg.com)
 4. Or approved equal.

2.2 MATERIALS

- A. Suspension Grid System:
1. ASTM C635, heavy duty, die cut, interlocking ends.
 2. Grid type: Exposed T.
 3. Material: Zinc coated or Hot Dipped Galvanized steel.
 4. Runners: 1-1/2 inches high, 15/16 inch exposed width.
 5. Perimeter molding: Angle shape.
 6. Finish: Factory applied enamel paint, sprayed and baked, white color.
 7. Accessories: Stabilizer bars, and clips.
- B. Acoustical Panels:
1. Source: Armstrong World Industries, Inc.
 2. Product: Cortega Tile – Item 703 or approved substitute.
 3. Size: 24 x 48 inches x 5/8 inch thick.
 4. Edge configuration: Angled teglar 15/16.
 5. Color: White

2.3 ACCESSORIES

- A. Support Channels:
1. [Galvanized] [Prime painted] steel; size and type to suit application.
- B. Hanger Wire:
1. ASTM A641, minimum 12 gage galvanized steel.
- C. Hold Down Clips: Minimum 24 gage spring steel, manufacturer's standard profile.
- D. Impact Clips: Minimum 24 gage spring steel, manufacturer's standard profile.
- E. Touch-Up Paint: Color to match acoustical panels and suspension grid.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install ceilings in accordance with ASTM C636 and CISCA Handbook.
- B. Minimize panels less than one half size.
- C. Install molding around perimeters and abutting surfaces. Miter molding at exterior corners; cut flanges and bend web to form interior corners.
- D. Space hanger wires maximum 48 inches on center. Install additional hangers where required to support light fixtures and ceiling supported equipment.
- E. Do not suspend hangers directly from metal deck. Attach steel channel horizontally to adjacent framing members; place hanger at regular spacing.
- F. Hang suspension system independent of walls, columns, ducts, pipes, and conduit.

- G. Where ducts or other equipment prevent regular spacing of hangers:
 - 1. Reinforce nearest related hangers to span extra distance, or:
 - 2. Suspend steel channel horizontally beneath duct or equipment; place hanger at regular spacing.
- H. Install main tees at maximum 48 inches on center.
- I. Install cross tees to form 24 x 48 inch modules. Lock cross tees to main tees.
- J. Support ends of tees on flange of perimeter molding.
- K. Place acoustical panels with edges resting flat on suspension grid.
- L. Cutting Acoustic Units:
 - 1. Cut to fit irregular grid and perimeter edge trim and around penetrations.
 - 2. Locate cuts to be concealed.
 - 3. Cut and field paint exposed edges of reveal edge units to match factory edge.
- M. Place hold down clips over cross tees at mid point of each module.
- N. Place impact clips over cross tees at mid point of each module.
- O. Installation Tolerances: Ceilings level to 1/8 inch in 12 feet measured in any direction.

3.2 ADJUSTING

- A. Touch up minor scratches and abrasions to match factory finish.

END OF SECTION

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SECTION 09 6513

RESILIENT BASE

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Resilient wall base.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.

1.2 REFERENCES

- A. ASTM International (ASTM) F1861 - Standard Specification for Resilient Wall Base.
- B. Resilient Floor Covering Institute (RFCI) - FloorScore Certification Program.

1.3 SUBMITTALS

- A. Submittals for Review:
 - 1. Samples: 4 inch long samples showing available colors.

1.4 MAINTENANCE

- A. Extra Materials: 8 linear feet of each profile and color.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers - Base:
 - 1. Allstate Rubber Corp. (www.allstaterubber.com)
 - 2. Armstrong World Industries. (www.armstrong.com)
 - 3. Burke Flooring. (www.burkeflooring.com)
 - 4. Johnsonite, Inc. (www.johnsonite.com)
 - 5. Roppe Corp. (www.roppe.com)
 - 6. Or approved equal
- B. Acceptable Manufacturers – Installation Materials:
 - 1. BASF Corporation. (www.buildingsystems.basf.com)
 - 2. Or approved equal

2.2 MATERIALS

- A. Resilient Base:
 - 1. Type: ASTM F1861, thermoset vulcanized rubber or thermoplastic rubber.
 - 2. Thickness: 0.125 inch.
 - 3. Profile: Coved (with toe).
 - 4. Height: 4 inches.
 - 5. Length: Coils in manufacturer's standard length.
 - 6. Color: To be selected from manufacturer's full color range.
 - 7. Inside corners: Job formed.
 - 8. Outside corners: Preformed; profile, size, and color to match base.

2.3 ACCESSORIES

- A. Adhesive:
 - 1. Water based, waterproof, recommended by base manufacturer.

PART 3 EXECUTION

3.1 PREPARATION

- A. Prepare surfaces to receive base:
 - 1. Remove materials that could interfere with adhesion.
 - 2. Fill low spots with patching compound; finish flush with adjacent surface.
 - 3. Remove high spots, ridges and nibs.

3.2 INSTALLATION

- A. Apply adhesive continuously to back of base.
- B. Maintain top edge true to line and bottom edge in continuous contact with floor. Butt joints tight; butt base tight to adjacent construction.
- C. Do not install pieces less than 6 inches long.
- D. Miter and butt inside corners.
- E. At outside corners install preformed corner pieces.
- F. At exposed ends, install premolded units.
- G. Scribe to door frames and other interruptions.

END OF SECTION

SECTION 096813

TILE CARPETING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Tile carpeting.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.+
 - 2. Section 096513 Resilient Base.

1.2 SUBMITTALS

- A. Submittals for Review:
- B. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
- C. Samples: Submit two representative samples of each material specified indicating visual characteristics and finish. Include range samples if variation of finish is anticipated.
- D. Extra Stock: Submit extra stock equal to 2 percent of total used.
- E. Warranty: Sample warranty form.
- F. Quality Control Submittals:
 - 1. Certificates of Compliance: Certification from an independent testing laboratory that carpet tiles meet fire hazard classification requirements.

1.3 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in use in similar service, satisfactorily, for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Performance: Fire performance meeting requirements of building code and local authorities.
- C. Pre-Installation Conference:
 - 1. Convene at site 1 week prior to beginning work of this Section.
 - 2. Attendance: Project Manager, Contractor, carpet tile installer, and related trades.
 - 3. Review and discuss: Contract Documents, carpet tile manufacturer's literature, project conditions, scheduling, protection after installation, and other matters affecting application.

1.4 PROJECT CONDITIONS

- A. Do not begin installation until painting and finishing work have been completed.
- B. Environmental Requirements:
 - 1. Temperature of spaces and subfloor between 65 and 90 derees F.
 - 2. Humidity in spaces to receive carpet tiles between 20 and 65 percent.
- C. Do not begin installation until all floor surfaces have been prepared for installation and any unsatisfactory conditions have been resolved.
 - 1. Beginning carpet tile installation constitutes Contractor's acceptance of substrates and conditions.

1.5 WARRANTIES

- A. Furnish [manufacturer's] [installer's] [] year warranty providing coverage against:
 - 1. Defective materials and workmanship.
 - 2. Excessive fading.
 - 3. Loss of static control.
 - 4. Edge raveling.
 - 5. Runs.
 - 6. Loss of tuft bind strength.
 - 7. Loss of face fiber.
 - 8. Excessive wear.

1.6 MAINTENANCE

- A. Extra Materials: One unopened carton of each tile.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers - Carpet Tiles:
 - 1. Interface, Inc. (www.interfaceinc.com)
 - 2. Mohawk International (www.mohawkinternational.com)
 - 3. Bolyu
 - 4. Patcraft
 - 5. Mannington
 - 6. Shaw. (www.shawcontract.com)
 - 7. Or approved equal

2.2 MATERIALS

- A. Carpet Tiles:
 - 1. Color and Pattern from Manufacturer's standard product line.
 - 2. Backing Non-Cushioned
 - 3. Dye Method Solution Dyed
 - 4. Face Weight 16 oz. per square yard
 - 5. Gauge 1/10
 - 6. Stiches per inch 9
 - 7. Density 5000
 - 8. Yarn system High-Performance Nylon
 - 9. Soil Resistance Manufacturer's Top Soil/Stain Protection
 - 10. Size: 24x24 inches.
- B. Material: High Performance nylon bonded to resilient backing
- C. Installation method: Glue-down.

2.3 ACCESSORIES

- A. Adhesive:
 - 1. Waterproof, latex based cement formulated specifically for installing carpet tiles; recommended by carpet tile manufacturer.
 - 2. Maximum volatile organic compound (VOC) content: 50 grams per liter.
- B. Edgings: Preformed rubber or metal, or approved substitute, profile required to suit conditions, color to be selected from manufacturer's full color range.

- C. Cap Strip: Preformed rubber; profile required to suit conditions, color to be selected from manufacturer's full color range.
- D. Leveling Compound: Premixed, latex based.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that concrete floors have cured a minimum 28 days and do not exhibit negative alkalinity, carbonization, or dusting.

3.2 PREPARATION

- A. Clean substrate; remove loose and foreign matter that could impede adhesion or performance of flooring.
- B. Fill cracks, voids, and depressions with leveling compound.
- C. Grind ridges and high spots smooth.
- D. Test Substrate:
 1. Moisture vapor: Test to ASTM F1869; do not install carpet tiles until moisture emission level is acceptable to carpet tile manufacturer.
 2. Humidity: Test to ASTM F2170; do not install carpet tiles until relative humidity is acceptable to carpet tile manufacturer.
 3. Alkalinity: Test to ASTM F710; do not install carpet tiles unless pH is acceptable to carpet tile manufacturer.

3.3 INSTALLATION OF CARPET TILES

- A. Install in accordance with CRI 104.
- B. Install carpet tile and adhesive in accordance with manufacturers' instructions.
- C. Blend carpet tiles from different cartons to ensure minimal variation in color match.
- D. Lay out each room or area to minimize tiles less than one half size.
- E. Cut tile clean. Fit tiles tight to intersection with vertical surfaces without gaps.
- F. Lay carpet tile to manufacturer's recommended pattern, with tile direction alternating to next unit, set parallel to building lines.
- G. Locate change of color or pattern between rooms under door centerline.
- H. Fully adhere carpet tiles to substrate.
- I. Bind cut edges where not concealed by edge strips.

3.4 INSTALLATION OF EDGINGS

- A. Install strips where carpet tiles abut dissimilar flooring materials; secure to subfloor.
- B. Center strips under doors where carpet tiles terminate at door openings.
- C. Install in longest practical lengths; butt ends tight.
- D. Scribe to abutting surfaces.

3.5 CLEANING

- A. Clean spots as recommended by carpet tile manufacturer.
- B. Cut off loose threads flush with top surface.
- C. Clean with commercial vacuum cleaner.

END OF SECTION

SECTION 099100

PAINTING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Surface preparation and field application of paints.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.

1.2 REFERENCES

- A. ASTM International (ASTM):
 - 1. D4442 - Standard Test Method for Direct Moisture Content Measurement of Wood and Wood-Base Materials.
 - 2. D6886 - Standard Test Method for Speciation of the Volatile Organic Compounds (VOCs) in Low VOC Content Waterborne Air-Dry Coatings by Gas Chromatography.
- B. Master Painters Institute (MPI)- Architectural Painting Specification Manual.
- C. Society for Protective Coatings (SSPC) - Painting Manual.

1.3 SUBMITTALS

- A. Submittals for Review:
 - 1. Product Data: Manufacturer's data on materials proposed for use including:
 - a. Product designation and grade.
 - b. Product analysis and performance characteristics.
 - c. Standards compliance.
 - d. Material content.
 - e. Mixing and application procedures.
 - 2. Paint Schedule: Indicate types and locations of each surface, paint materials, and number of coats to be applied.

1.4 QUALITY ASSURANCE

- A. Applicator Qualifications: Minimum 5 years experience in work of this Section.
- B. Materials, Preparation, and Workmanship: Conform to MPI Painting Manual.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Container Labels: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage rates, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- B. Paint Materials: Store at ambient temperature not less than 45 degrees F in ventilated area, or as required by manufacturer's instructions.

1.6 PROJECT CONDITIONS

- A. Do not apply materials when surface and ambient temperatures or relative humidity are outside ranges required by paint manufacturer.

- B. Maintain ambient and substrate temperatures above manufacturer's minimum requirements for 24 hours before, during, and after paint application.
- C. Do not apply materials when relative humidity is above 85 percent or when dew point is less than 5 degrees F different than ambient or surface temperature.
- D. Provide lighting level of 30 footcandles at substrate surface.

1.7 MAINTENANCE

- A. Extra Materials: 1 gallon of each color and sheen.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers:
 1. Benjamin Moore and Co. (www.benjaminmoore.com)
 2. Devco Paint Co. (www.devoepaint.com)
 3. Glidden. (www.gliddenprofessional.com)
 4. Kelly-Moore Paints. (www.kellymoore.com)
 5. PPG Architectural Finishes, Inc. (www.pittsburghpaints.com)
 6. Pratt and Lambert Paints. (www.prattandlambert.com)
 7. Sherwin Williams. (www.sherwin-williams.com)
 8. Or approved equal.

2.2 MATERIALS

- A. Paints:
 1. As scheduled at end of Section, or approved substitute.
 2. Free from all forms of lead and mercury.
- B. Gloss Ratings:

Gloss Designation	Units at 60 Degrees	Units at 85 Degrees
Flat	0 to 5	Maximum 10
Eggshell	10 to 25	10 to 35
Satin	20 to 35	Minimum 35
Semigloss	35 to 70	
Gloss	70 to 85	
High Gloss	Minimum 85	

2.3 ACCESSORIES

- A. Accessory Materials: Paint thinners and other materials required to achieve specified finishes; commercial quality.
- B. Patching Materials: Latex filler.
- C. Fastener Head Cover Materials: Latex filler.

2.4 MIXES

- A. Deliver paints pre-mixed and pre-tinted.

- B. Uniformly mix to thoroughly disperse pigments.
- C. Do not thin in excess of manufacturer's recommendations.
- D. Re-mix paint during application; ensure complete dispersion of settled pigment and uniformity of color and gloss.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Test shop applied primer for compatibility with subsequent coatings.
- B. Do not apply paints when relative humidity exceeds 85%; at temperatures less than 5 deg F above the dew point, or to damp or wet surfaces

3.2 PREPARATION

- A. General:
 - 1. Protect adjacent and underlying surfaces.
 - 2. Correct defects and clean surfaces capable of affecting work of this section.
 - 3. Seal marks that may bleed through surface finishes with waterborne stain blocker.
 - 4. Clean and prepare surfaces for painting.
- B. Existing Surfaces:
 - 1. Remove loose, flaking, powdery, and peeling paints.
 - 2. Lightly sand glossy painted surfaces.
 - 3. Fill holes, cracks, depressions and other imperfections with patching compound; sand flush with surface.
 - 4. Remove oil, grease, and wax by scraping; solvent wash and thoroughly rinse.
 - 5. Remove rust by wire brushing to expose base metal.
- C. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
 - 1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.3 APPLICATION

- A. Apply paints in accordance with manufacturer's instructions.
- B. Apply primer or first coat closely following surface preparation to prevent recontamination.
- C. Do not apply finishes to surfaces that are not dry.
- D. Apply coatings to minimum dry film thickness recommended by manufacturer.
- E. Apply each coat of paint slightly darker than preceding coat unless specified otherwise.
- F. Apply coatings to uniform appearance without laps, sags, curtains, holidays, and brush marks.
- G. Allow applied coats to dry before next coat is applied.
- H. When required on deep and bright colors apply an additional finish coat to ensure color consistency.
- I. Continue paint finishes behind wall-mounted accessories.
- J. Match final coat to approved color samples.

- K. Prime concealed surfaces of interior wood in contact with masonry or cementitious materials with one coat primer paint.
- L. Mechanical and Electrical Components:
 1. Paint factory primed equipment.
 2. Remove unfinished and primed louvers, grilles, covers, and access panels; paint separately.
 3. Paint exposed and insulated pipes, conduit, boxes, ducts, hangers, brackets, collars, and supports unless factory finished.
 4. Do not paint name tags or identifying markings.
 5. Paint exposed conduit and electrical equipment in finished areas.
 6. Paint duct work behind louvers, grilles, and diffusers flat black to minimum of 18 inches or beyond sight line.
- M. Do not Paint:
 1. Surfaces indicated on Drawings or specified to be unpainted or unfinished.
 2. Surfaces with factory applied finish coat or integral finish.
 3. Architectural metals, including brass, bronze, stainless steel, and chrome plating.

3.4 ADJUSTING

- A. Touch up or refinish disfigured surfaces.

3.5 CLEANING

- A. Remove paint from adjacent surfaces.

3.6 PAINT SCHEDULE

- A. Types of paint listed herein are set forth as standard of quality and type of coating required for each type of surface.
 1. Paint exposed surfaces of types listed in Paint Schedule.
 2. Paint other exposed surfaces not specifically listed with not less than two coats of appropriate type of coating.
- B. Prime coat consists of touch up on shop primed [and existing] surfaces with intact coatings.

SUBSTRATE	PRIMER	INTERMEDIATE COAT	TOP COATS
Exterior Surfaces:			
Ferrous and Galvanized Metals	Alkyd anticorrosive or Quick-drying alkyd metal primer	Exterior latex matching topcoat	Exterior Latex Semigloss
Wood, Opaque Finish	Exterior Latex-based wood primer	Exterior latex matching topcoat	Exterior Latex Semigloss
Interior Surfaces:			
Gypsum Board, Latex semigloss Finish	Interior Latex-based wood primer	Interior latex matching topcoat	Interior Latex Semigloss
Ferrous and Galvanized Metals	Alkyd anticorrosive or Quick-drying alkyd metal primer	Interior latex matching topcoat	Interior Latex Semigloss

END OF SECTION

SECTION 104413

FIRE EXTINGUISHERS AND CABINETS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Portable fire extinguishers.
 - 2. Cabinets and wall brackets- -1+.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.

1.2 REFERENCES

- A. ASTM International (ASTM) E814 - Standard Test Method for Fire Tests of Through-Penetration Firestops.
- B. National Fire Protection Association (NFPA) 10 - Portable Fire Extinguishers.
- C. Underwriters Laboratories (UL):
 - 1. 154 - Carbon Dioxide Fire Extinguishers.
 - 2. 299 - Dry Chemical Fire Extinguishers.
 - 3. 626 - 2-1/2 Gallon Stored Pressure, Water Type Fire Extinguishers.
 - 4. 711 - Rating and Fire Testing of Fire Extinguishers.
 - 5. 2129 - Halocarbon Clean Agent Fire Extinguishers.

1.3 SUBMITTALS

- A. Submittals for Review:
 - 1. Shop Drawings: Indicate [cabinet] [bracket] locations and mounting heights.
 - 2. Product Data: Include data on extinguishers and [cabinets,] [brackets,] [cabinet dimensions,] operational features, materials, finishes, and anchorage.
- B. Closeout Submittals:
 - 1. Maintenance Data: Include test, refill, or recharge schedules and re-certification requirements.

1.4 QUALITY ASSURANCE

- A. Provide fire extinguishers complying with UL 711 and [applicable code.] [NFPA 10.]
- B. Cabinets in Fire Rated Partitions: Tested in accordance with ASTM E814 with fire resistance rating equivalent to adjacent construction.
- C. Conform to applicable accessibility code for locating extinguishers.

1.5 PROJECT CONDITIONS

- A. Do not install extinguishers when ambient temperature may cause freezing of extinguisher ingredients.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers:
 - 1. Ansul Incorporated. (www.ansul.com)

2. JL Industries. (www.jlindustries.com)
3. Larsen's Mfg. Co. (www.larsensmfg.com)
4. Potter Roemer. (www.potterroemer.com)
5. Or approved equal.

2.2 COMPONENTS

- A. Extinguishers:
 1. Multi-purpose dry chemical type, UL 299, cast steel tank, Class 2A:10B:C, 5 pound nominal capacity.
- B. Cabinets:
 1. Formed steel sheet, 18 gage minimum.
 2. Configuration: Semi-recessed, sized to accommodate extinguishers.
 3. Trim: Returned to wall surface.
 4. Door:
 - a. Full glass style, equipped pull handle and latch.
 - b. Hinge doors for 180 degree opening with continuous piano hinge.
 - c. Glazing: Clear tempered glass.
 - d. Graphics: Letter FIRE EXTINGUISHER vertically on door in red.
- C. Brackets: Formed galvanized steel, sized to accommodate extinguisher.

2.3 ACCESSORIES

- A. Mounting Hardware: Type best suited to application.

2.4 FINISHES

- A. Cabinet:
 1. Exterior and door: Baked enamel, red color
 2. Interior: Baked enamel, white color.
- B. Brackets: Primed for field painting.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install cabinets and brackets in accordance with manufacturer's instructions.
- B. Set plumb, level, and rigid.
- C. Place an extinguisher in each cabinet and on each bracket.

END OF SECTION